

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA, acting  
through the United States Department of  
Agriculture

Plaintiff

v.

NELSON MARTINEZ COLLAZO, NERIS  
IVELISSE VAZQUEZ MALDONADO a/k/a  
NELLY IVELISSE VAZQUEZ MALDONADO  
a/k/a IVELISSE VAZQUEZ MALDONADO  
a/k/a NERIS IVELISSE VAZQUEZ a/k/a  
NERYS IVELISSE VAZQUEZ MALDONADO,  
and their Conjugal Partnership

Defendants

CIVIL NO.

Foreclosure of Mortgage

**COMPLAINT**

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of one (3) promissory notes that affect the property described further below.
3. First promissory note is for the amount of **\$10,000.00**, with annual interest of 5%, subscribed on October 26, 1992. **See Exhibit 1.**
4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions

stipulated and agreed therein, through Deed No. 102. **See Exhibit 2.**

5. On August 17, 1998, the note for \$10,000.00 was modified to the amount of \$8,648.82, under the terms and conditions stipulated and agreed therein, through Deed No. 91. **See Exhibit 3.**
6. Second promissory note is for the amount of **\$14,820.00**, with annual interest of 3.75%, subscribed on April 5, 1995. **See Exhibit 4.**
7. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 46. **See Exhibit 5.**
8. On August 17, 1998, the note for \$14,820.00 was modified to the amount of \$14,481.86, under the terms and conditions stipulated and agreed therein, through Deed No. 90. **See Exhibit 3.**
9. Third promissory note is for the amount of **\$129,000.00**, with annual interest of 3.75%, subscribed on December 11, 1998. **See Exhibit 6.**
10. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 136. **See Exhibit 7.**
11. According to the Property Registry, defendants are the owners of record of the real estate property subject of this case. Said property is described -as it was recorded in Spanish- as follows:

RÚSTICA: Llamada Parcela número Siete: Radicada en el Barrio Anón del término municipal de Ponce, Puerto Rico, compuesto de cincuentitres cuerdas con ochocientos cuarentiuna milésimas de otra equivalentes a veintiuna hectáreas, dieciséis áreas, diecisiete centiáreas y veinte centésimas de otra y en lindes por el NORTE, con las parcelas seis y ocho de la finca principal vendidas a Ruperto Bonilla y Luis Rivera González, respectivamente; por el SUR, con terrenos de Eulalio Rosaly y terrenos de Sucesión Feliciano Román; por el ESTE, con la parcela número ocho de la finca principal vendido a Luis Rivera González y terrenos de la Sucesión Rafael Toro Gandía; y por el OESTE, con la parcela número cinco de la finca principal vendido a Antonio Méndez Reyes y en parte con la Sucesión Feliciano Román. Esta parcela de terreno le

corresponde a la marcada con el número siete en el plano levantado por el Ingeniero Raúl O. Urrutia, licencia número mil ciento noventa y cuatro adscrito a la División de Ingenieros de la Administración de Hogares de Agricultores del Departamento de Agricultura de Estados Unidos, con fecha de trece de junio de mil novecientos cuarenta y nueve y lo atraviesa un camino privado según dicho plano. Dicho camino privado es para uso de esta finca y de las otras parcelas en que se divide y dividirá la finca principal.

PROPERTY NUMBER: 100 (before 16,685), recorded at page 104 of volume 884, Registry of the Property of Ponce, Puerto Rico, Section II.

See Title Search attached as **Exhibit 8**.

12. The title search attached to this complaint confirms the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. **See Exhibit 8.**
13. Defendants are jointly and severally responsible for all amounts owed to plaintiff, arising from the loan obligations subscribed.
14. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
15. The defendant party herein, jointly and severally, has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certification of Indebtedness included herein as **Exhibit 9**, the following amounts:

a) On the \$10,000.00, Note:

- 1) The sum of \$5,918.42, of principal;
- 2) The sum of \$4,684.32, of interest accrued as of September 16, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$0.8108;

- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

b) On the \$14,820.00, Note:

- 1) The sum of \$13,169.25, of principal;
- 2) The sum of \$8,780.62, of interest accrued as of September 16, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$1.3530;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

C) On the \$129,000.00, Note:

- 1) The sum of \$125,081.62, of principal;
- 2) The sum of \$90,109.31, of interest accrued as of September 16, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$12.8509;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

16. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.
17. Defendants are not currently active in the military service for the United States. **See Exhibit 10.**

#### VERIFICATION

I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as acting LRTF Director of the Farm Service Agency, San Juan,

Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above;
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;
- 5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;
- 6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;
- 7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 14 day of October , 2020.

  
JACQUELINE LAZU LABOY

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;

b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 9 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this 15 day of October ,2020.

/s/ Juan Carlos Fortuño Fas  
JUAN CARLOS FORTUÑO FAS  
USDCPR 211913  
FORTUÑO & FORTUÑO FAS, C.S.P.  
P.O. BOX 9300  
SAN JUAN, PR 00908  
TEL. 787-751-5290  
FAX. 787-751-6155  
Email: [dcfilings@fortuno-law.com](mailto:dcfilings@fortuno-law.com)

1521.230

Formulario FmHA 1940-17(S)  
(Rev. 10-89)DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS  
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

CLASE DE PRESTAMO	
Tipo: <u>FO</u>	<input type="checkbox"/> Regular <input checked="" type="checkbox"/> Recursos Limitados
De acuerdo a:	
<input checked="" type="checkbox"/> Consolidated Farm and Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
ACCION QUE REQUIERE PAGARE	
<input checked="" type="checkbox"/> Préstamo Inicial <input type="checkbox"/> Préstamo Subsiguiente <input type="checkbox"/> Consolidación y Préstamo Subsiguiente <input type="checkbox"/> Venta a Crédito <input type="checkbox"/> Pagos Diferidos <input type="checkbox"/> Servidumbre de Conservación	<input type="checkbox"/> Reestructuración <input type="checkbox"/> Reamortización <input type="checkbox"/> Consolidación <input type="checkbox"/> Reducción de Deuda

Nombre <u>NELSON MARTINEZ COLLAZO</u>	
Estado <u>PUERTO RICO</u>	Oficina <u>JUANA DIAZ</u>
Caso Num. <u>63033581672231</u>	Fecha <u>10-26-92</u>
Código de Fondos <u>41</u>	Num. de Prestamo <u>01</u>

POR VALOR RECIBIDO, el Prestatario(s) suscribiente(s) y cualquier otro codeudor mancomunada y solidariamente pagaremos a la orden de los Estados Unidos de America, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos, (denominado en adelante el

"Gobierno") o su cesionario en su oficina en JUANA DIAZ, PUERTO RICO  
o en otro sitio designado por el Gobierno por escrito, la suma principal de DIEZ MIL DOLARES CON 00/100  
----- dólares(\$ 10,000.00 ) más intereses sobre el principal adeudado al

CINCO PORCIENTO ( 5 %) anual y ----- dólares (\$ ----- )  
de intereses no Capitalizados. Si este pagaré es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo" el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porcentaje de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en 16 plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente en o antes de las siguientes fechas:

\$ <u>92.00</u> en <u>01-01</u> de 19 <u>93</u>	\$ _____ en _____ de 19 _____
\$ <u>964.00</u> en <u>01-01</u> de 19 <u>94</u>	\$ _____ en _____ de 19 _____
\$ _____ en _____ de 19 _____	\$ _____ en _____ de 19 _____
\$ _____ en _____ de 19 _____	\$ _____ en _____ de 19 _____
\$ _____ en _____ de 19 _____	\$ _____ en _____ de _____
\$ _____ en _____ de 19 _____	\$ _____ en _____ de _____

y \$ 964.00, subsiguientemente cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero 15 años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee mas abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha de origen, como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado, consolidado o reestructurado, los intereses acumulados por más de noventa (90) días a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porcentaje evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses acumulados durante el periodo de diferimiento y segundo a intereses computados a la fecha efectiva del pago y después al principal.



Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1951.8) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse a los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en este pagaré. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el Prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno, pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construida, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Reducción de Deuda", "Consolidación", "Reestructuración" o una "Reamortización" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar una reestructuración pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

CLAVE Y NUM. DEL PRESTAMO	VALOR DEL PAGARE	TASA DE INTERES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		
	\$	%	,19		
	\$	%	,19		

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas son afectadas por el otorgamiento de esta consolidación, reamortización o reestructuración. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciados por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

**CONVENIO DE REFINANCIAMIENTO (GRADUACION):** Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

**CONVENIO DE CONSERVACION DE TERRENOS ALTAMENTE ERODABLES Y PANTANOSOS:** El Prestatario reconoce que el préstamo descrito en este pagaré estará en incumplimiento si alguna parte del préstamo es usado para un propósito que contribuya a la erosión excesiva de terreno altamente erodable o para la conversión de terreno pantanoso para producir una cosecha agrícola según explicado en el Exhibit M de la Subparte G de la Parte 1940 del 7CFR. Si (1) el término del préstamo excede del lro. de enero de 1990, pero no al lro. de enero de 1995, y (2) el prestatario intenta producir una cosecha en terreno altamente erodable, que está exento de las restricciones del Exhibit M hasta el lro. de enero de 1990, o dos años después de que el Servicio de Conservación de Suelos (SCS) haya completado un plan de conservación para la finca del prestatario, lo que ocurra más tarde, el prestatario además conviere que anterior a la pérdida de la exención de la restricción de conservación de terreno altamente erodable, según la parte 12 del 7CFR, el prestatario deberá demostrar que está activamente aplicando en el terreno altamente erodable un plan de conservación de suelos aprobado por el Servicio de Conservación de Suelos (SCS) o el correspondiente Distrito de Conservación de Suelos, si el término del préstamo excede al lro. de enero de 1995. El prestatario además conviere en que deberá demostrar antes del lro. de enero de 1995 que cualquier producción de cosechas en terrenos altamente erodables después de esa fecha se hará de acuerdo a un plan de conservación aprobado por el Servicio de Conservación de Suelos (SCS) o por el Distrito de Conservación, de acuerdo a los requisitos del Servicio de Conservación de Suelos.

INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este pagaré. COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la "Consolidated Farm and Rural Development Act" o el "Emergency Agricultural Credit Adjustment Act of 1978" y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO". Este pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consagradas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

(SELLO)

(SELLO)

*Nelson Martinez Collazo*  
NELSON MARTINEZ COLLAZO (Prestatario)

*Neris Ivelisse Vazquez Maldonado*  
NERIS IVELISSE VAZQUEZ MALDONADO (Prestatario)

BOX 439

(Dirección del Prestatario)

COTO LAUREL, PR

REGISTRO DE ADELANTOS

CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

41-01

"EL IMPORTE DE ESTE PAGARE Y LA HIPOTECA QUE LO GARANTIZA, HA SIDO AMPLIADO Y REAMORTIZADO AL 17 DE AGOSTO DE 1998. DIO UN SALDO DEUDOR MONTANTE A OCHO MIL OCHENTA Y TRES DOLARES (\$8,083.00) DE PRINCIPAL, Y QUINIENTOS SESENTA Y CINCO DOLARES CON OCHENTA Y DOS CENTAVOS (\$565.82) DE INTERESES CAPITALIZABLES QUE DEVENGARAN INTERESES A RAZON DE UN CINCO POR CIENTO (5.0%) ANUAL, PARA UN TOTAL DE OCHO MIL SESCIENTOS CUARENTA Y OCHO CON OCHENTA Y DOS CENTAVOS (\$8,648.82) POR HABERSELE DADO UN DIFERIMIENTO HABRA DE SER PAGADA DE LA SIGUIENTE FORMA:

\$1,217.00 EN O ANTES DE 1/1/99

\$1,217.00 EN O ANTES DE 1/1/00

\$1,217.00 EN O ANTES DE 1/1/01

\$1,217.00 EL PRIMERO DE ENERO SUBSIGUIENTE EXCEPTO QUE EL PLAZO FINAL DE LA DEUDA AQUI EVIDENCIADA SE HARA EN O ANTES DEL 17 DE AGOSTO DEL 2007 SEGUN CONSTA DE LA ESCRITURA NUMERO 91 DE REAMORTIZACION PRESTAMO HIPOTECARIO ANTE EL NOTARIO EFRAIN BERMUDEZ RIVERA.

DOY FE EN SANTA ISABEL, PUERTO RICO, A 17 DE AGOSTO DE 1998. EN ESTE ACTO SE HACE CONSTAR POR ESTE NOTARIO QUE SE CANCELA PARCIALMENTE EL PAGARE EN CUANTO A LA SUMA DE \$1,351.18 EN LA QUE YO, EL NOTARIO, DOY FE EN PONCE-+---+, PUERTO RICO, A 17 DE AGOSTO DE 1998 (FIRMADO, SIGNADO, RUBRICADO Y SELLADO).



  
LIC. EFRAIN BERMUDEZ RIVERA  
Betances 15  
Santa Isabel, P.R. 00757  
Colegiado 4438  
Tel 845-3420

Patricia Beckerleg  
PATRICIA BECKERLEG  
Certified Court Interpreter / Translator  
787-792-5224 / 787-202-7111



Advance Payments for the stipulated installments or any part of the same, may be made at any time at the option of the Borrower. Reimbursements and extra payments, as defined in the regulations (7 C.F.R. 1951.8) of the Farmers Home Administration, in accordance to the source of the funds involved, after being credited to the interest, shall be applied to the last installments to be due under this promissory note and will not affect the obligation of the Borrower to pay the remaining installments as is specified in this promissory note. If the Government at any time were to cede this promissory note and ensure the payment of the same, the Borrower shall continue making the payments to the Government as the collecting agent for the holder.

While this promissory note is in the power of an insured lender, the advance payments made by the Borrower may, at the option of the Government, be forwarded by the Government promptly to the holder, or, with the exception of the final payment, may be withheld by the Government and forwarded to the holder on the basis of the annual installment matured. The effective date of any payment made by the Borrower, except payments withheld and forwarded by the Government to the holder on the basis of the annual installment due shall be the date of the check of the Treasury of the United States by means of which the Government forwards the payment to the holder. The effective date of any advance payment withheld and forwarded by the Government to the holder on the basis of annual installment due, shall be the date of the advance payment made by the Borrower and the Government shall pay the interest to which the holder is entitled which is received between the effective date of any of said advance payments and the date of the Treasury check forwarded to the holder.

Any amount advanced or invested by the Government for the collection of this promissory note or to preserve or protect the guaranty of the loan or in another manner invested under the terms of any guaranty agreement or other instrument executed with regard to the loan evidenced herein, at the option of the Government, may go on to become part of the loan and shall accrue interest at the same rate of interest as the principal of the debt evidenced herein and shall be due and payable immediately by the Borrower to the Government without the need for requirement.

The property built, improved, purchased or refinanced totally or partially with the loan evidenced herein shall not be leased, ceded, sold, transferred or encumbered voluntarily or in another form, without the prior written consent from the Government. Unless the Government consents to the contrary in writing, the Borrower shall personally operate said property as a farm if this loan is to a farm owner (FO).

If a "Consolidation and a Subsequent Loan", "Reduction of Debt", "Consolidation", "Restructuring" or a "Reamortization" is indicated in the top clause of the first page, "Action Requiring Promissory Note", this promissory note is granted to consolidate, reamortize or evidence a restructuring but not in satisfaction of the principal and interest of the following promissory notes or subrogation agreement(s) (new terms).

CODE AND LOAN NUMBER	VALUE OF THE PROMISSORY NOTE	INTEREST RATE	DATE	ORIGINAL BORROWER	LAST INSTALLMENT TO BE DUE
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19

The guaranty documents taken with regard to the loans evidenced by these promissory notes described or other related obligations are not affected by the granting of this consolidation, reamortization or restructuring. These guaranty instruments shall continue in effect and the guaranty offered for the loans evidenced by the promissory notes described shall remain as guaranty for the loan evidenced for this promissory note and for any other related obligation.

**REFINANCING AGREEMENT (GRADUATION):** If at any moment the Government were to determine that the Borrower may obtain a loan from a responsible credit union or another private source of credit at a reasonable rate of interest and terms for loans for similar time and conditions, the Borrower, at the request of the Government, shall apply and accept the loan in a sufficient amount to satisfy this promissory note in its entirety and pay the necessary shares if the lender is a credit union.

AGREEMENT FOR THE CONSERVATION OF HIGHLY EROSIONABLE AND SWAMPY LANDS: The Borrower acknowledges that the loan described in this promissory note shall be in violation if any part of the loan is used for a purpose which contribute to the excessive erosion of highly erosionable land or for the conversion of swampy lands to produce an agricultural harvest as explained in Exhibit M of Subpart G of Part 1940 of 7CFR. If (1) the term of the loan exceed the first of January of 1990, but not the 1<sup>st</sup>. of January of 1995 and (2) the Borrower attempts to produce a harvest on highly erosionable land, which is exempt from the restrictions of Exhibit M until January 1<sup>st</sup>. of 1990, or two years after the Soil Conservation Service (SCS) has completed a conservation plan for the Borrowers farm, whichever occurs later, the Borrower also agrees that prior to the loss of the exemption of the restrictions of conservation of highly erosionable land, pursuant to Part 12 of 7CFR, the Borrower must demonstrate that he is actively applying on the highly erosionable land a soil conservation plan approved by the Soil Conservation Service (SCS) or the corresponding Soil Conservation District, if the term of the loan exceed January 1<sup>st</sup>. of 1995. In addition, the Borrower agrees that he must demonstrate before January 1<sup>st</sup>. of 1995 that any production of harvest on highly erosionable land after that date shall be carried out in accordance to a conservation plan approved by the Soil Conservation Service.

BREACH: The lack of payment upon its maturity of any debt evidenced herein or the lack of compliance with any condition or agreement under this document shall constitute breach under any other instrument evidencing a debt of the Borrower which shall be insured or guaranteed by the Government or in any other manner related to said debt; the breach under any other said instrument shall constitute a lack of compliance under the terms of this promissory note. ANY BREACH COMMITTED, the Government, at its option, may declare all or part of said debt due and immediately payable.

This Promissory Note is executed as evidence of a loan to the Borrower granted or insured by the Government in accordance to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "TYPE OF LOAN" clause. This Promissory Note is subject to the present regulations of the Farmers Home Administration and to its future regulations which are not inconsistent with the stipulations consigned herein.

Presentation, protest and notice are by means of the present document expressly waived.

(signed)

Nelson Martínez Collazo (Borrower)

(signed)

Neris Ivelisse Vázquez Maldonado (Borrower)

Administrative Office of the  
United States Courts  
CERTIFIED TRANSLATION  
I certify that the foregoing is a true and  
faithful translation of its original.

(Seal)

*Patricia Beckerleg*  
PATRICIA BECKERLEG  
Certified Court Interpreter / Translator  
304 / 787-399-7788

(Seal)

Box 439

(Address of the Borrower)

Coto Laurel, P.R.

# REGISTRY OF ADVANCE PAYMENTS

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	

41-01

"The sum of this promissory note and the mortgage guaranteeing it, has been raised and reamortized as of August 17, 1998.

It gave a debtor balance amounting to eight thousand eighty-three dollars (\$8,083.00) of principal, and five hundred sixty-five dollars and eighty-two cents (\$565.82) of interest which can be capitalized which shall accrue interest at the rate of five percent (5.0%) annually, for a total of eight thousand six hundred forty-eight dollars and eighty-two cents (\$8,648.82) due to having been given a deferment shall be paid in the following manner:

\$1,217.00 on or before 1/1/99

\$1,217.00 on or before 1/1/00

\$1,217.00 on or before 1/1/01

\$1,217.00 the subsequent January first except that the final installment of the debt evidenced herein shall be paid on or before August 17, 2007 as stated by deed number 91 of reamortization mortgage loan before Notary Efraín Bermúdez Rivera.

I give faith in Santa Isabel, Puerto Rico, on August 1, 1998. In this act, it is stated by me, the Notary, that the promissory note is partially cancelled with regard to the sum of \$1,351.18 in which I, the Notary, give faith in Ponce-----Puerto Rico, on August 17, 1998 (signed, with the Notary's mark on it, stamped and paraphed).

(Signature)  
Efraín Bermúdez Rivera, Esq.  
# 15 Betances  
Santa Isabel, P.R. 00757  
License 4438  
Tel. 845-3420

Note: stamped with the seal of the Attorney-Notary, Efraín Bermúdez Rivera.

Administrative Office of the  
United States Courts  
CERTIFIED TRANSLATION  
I certify that the foregoing is a true and  
faithful translation of its original.  
*Patricia Beckerleg*  
PATRICIA BECKERLEG  
Tridigent Court Interpreter / Translator  
7-792-5224 / 787-399-7788



Forma. FmHA 427-1(S) PR  
(Rev. 10-82)



NUMERO CIENTO DOS  
NUMBER ONE HUNDRED TWO

HIPOTECA VOLUNTARIA  
VOLUNTARY MORTGAGE

En la ciudad de Juana Díaz, Puerto Rico, a los veintiseis (26) días del mes de octubre de mil novecientos noventa y dos (1992).  
In the city of Juana Díaz, Puerto Rico, at twenty six (26) days of October of nineteen hundred ninety two (1992).

ANTE MI  
BEFORE ME

EFRAIN BERMUDEZ RIVERA

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Santa Isabel, Puerto Rico.  
Attorney and Notary Public for the Island of Puerto Rico, with residence in Santa Isabel, Puerto Rico.  
y oficina en Santa Isabel, Puerto Rico.  
and office in Santa Isabel, Puerto Rico.

COMPARECEN  
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominada The persons named in paragraph TWELFTH of this mortgage

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinafter called the "mortgagor" and whose personal circumstances

aparecen de dicho párrafo.  
appear from said paragraph.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their

de su edad, estado civil, profesión y vecindad.  
statements which I believe to be true of their age, civil status, profession and residence.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga- of their property, and they have, in my judgment, the necessary legal capacity to grant this

miento.  
voluntary mortgage.

EXPONEN  
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same

denominada de aquí en adelante "los bienes", hereinafter referred to as "the property".

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens

se especifican en el párrafo UNDECIMO.  
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States

América, actuando por conducto de la Administración de Hogares de Agriculto- of America, acting through the Farmers Home Administration,

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hereinafter called the "mortgagee" in connection with

un préstamo o préstamos evidenciado por un más pagaré o convenio de sub-  
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por  
hereinafter called "the note" whether one or more. It is required by

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de  
the Government that additional monthly payments of one-twelfth of the

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se  
taxes, assessments, insurance premiums and other charges

hayan estimado sobre la propiedad hipotecada.

CUARTO. Entendiendo que:

FOURTH. It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la  
(One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la inten-  
principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y  
that the mortgagee, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno  
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One

consolidando la Administración de Hogares de Agricultores o el Título Quinto de  
consolidating the Farmers Home Administration or Title Five of

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.

das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede  
(Two) When payment of the note is guaranteed by the mortgagee

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el  
it may be assigned from time to time and each holder of the insured note, in turn,

prestamista asegurado.

will be the insured lender.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-  
(Three) When payment of the note is insured by the mortgagee, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con  
mortgagee will execute and deliver to the insured lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-  
with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré.

and interest.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagee,

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,  
the mortgagee by agreement with the insured lender

determinarán en el endoso de seguro la porción del pago de intereses del pagaré  
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "cargo anual".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-  
(Five) A condition of the insurance of payment of the note will be that the holder

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-  
will forego his rights and remedies against the mortgagor and any



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quiera otros en relación con dicho préstamo así como también a los beneficios  
others in connection with said loan, as well as any benefit

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento  
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de  
mortgagee's request will assign the note to the mortgagee should the mortgagor

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en  
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.  
supplementary agreement

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo  
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en  
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca  
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-  
shall secure payment of the note; but when the note is held by an insured

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte  
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,  
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario  
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-  
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.  
by the mortgagor

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré  
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-  
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del  
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-  
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado, y para asegurar el pronto pago de dicho  
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y  
note and any renewals and extensions thereof and any agreements contained therein

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-  
(b) at all times when the note is held by an insured lender, in guarantee

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí  
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario  
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-  
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-  
insurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el  
event and at all times whatsoever, in guarantee of the additional amounts specified in



subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. En caso de ejecución, los bienes responderán del pago del principal, los intereses antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acreedor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma adicional especificada en el párrafo NOVENO de este documento.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda



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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario  
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any  
bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el  
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor  
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación  
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los  
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-  
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos  
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor  
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido  
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.  
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído  
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada  
by the mortgagee or by an insured lender, may be credit

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto  
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.  
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-  
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del  
subparagraph shall bear interest at the rate of CINCO

por ciento ( FIVE  
per cent ( 5.0 %/o)

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor  
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.  
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-  
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-  
liens and other claims, for the protection of the mortgaged property.

dos o para contribuciones o impuestos u otro gasto similar por razón de haber  
or for taxes or assessments or other similar charges by reason of the





el deudor hipotecario dejado de pagar por lo mos, devengará intereses a razón  
mortgagor's failure to pay the same, shall bear interest at the rate

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos  
stated in the next preceding subparagraph from the date of the advance

hasta que los mismos sean satisfechos por el deudor hipotecario.  
until repaid to the mortgagee.

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-  
(Five) All advances made by mortgagee as described in this mortgage.

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-  
with interest, shall be immediately due and payable by the mortgagor

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio  
to mortgagee without demand at the

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto  
place designated in the note and shall be guaranteed hereby. No such advance

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación  
by mortgagee shall relieve the mortgagor from breach of his covenant

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los  
to pay. Such advances, with interest shall be repaid from the

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo  
first available collections received from mortgagor. Otherwise, any payments

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier  
payment made by mortgagor may be applied on the note or any

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor  
indebtedness to mortgagee secured hereby, in any order mortgagee

hipotecario determinare.  
determines.

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para  
(Six) To use the loan evidenced by the note solely

los propósitos autorizados por el acreedor hipotecario.  
for purposes authorized by mortgagee.

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-  
(Seven) To pay when due all taxes, special assessments, liens

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-  
and charges encumbering the property or the right or interest of mortgagee

tecario bajo los términos de esta hipoteca.  
under the terms of this mortgage.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-  
(Eight) To procure and maintain insurance against fire and other hazards as required

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-  
by mortgagee on all existing buildings and improvements on the pro

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego  
erty and on any buildings and improvements put there on in the future. The insurance against

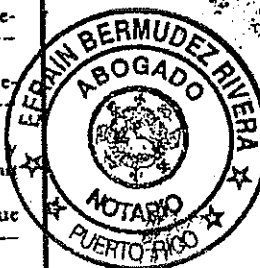
otros riesgos serán en la forma y por las cantidades, términos y condiciones que  
fire and other hazards will be in the form and amount and on terms and conditions

aprobare el acreedor hipotecario.  
approved by mortgagee.

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las  
(Nine) To keep the property in good condition and promptly make all

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-  
necessary repairs for the conservation of the property; he will not commit nor

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá  
permit to be committed any deterioration of the property; he will not remove nor demolish



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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,  
nor will he cut or remove wood from the farm

ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros  
nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará  
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo  
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación  
at any time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en  
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.  
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-  
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor  
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como  
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a  
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-  
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.  
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la  
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con  
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos  
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.  
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el  
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía  
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-  
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-  
disclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del  
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.  
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión  
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará  
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,  
mortgagee of such action, and mortgagee at its option



podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus  
may institute the necessary proceedings in defense of its

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos  
interest, and any costs or expenditures incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán  
proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria  
by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos  
for advances, expenditures, and other payments

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente  
(Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-  
should abandon the property or voluntarily deliver it to mortgagee,

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-  
mortgagee is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar  
to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los  
the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda eviden-  
costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,  
by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.  
in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor  
(Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para produc-  
may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un  
a Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósitos  
rate of interest and reasonable periods of time and purposes,

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará  
mortgagor, at mortgagee's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-  
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.  
purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas  
(Sixteen) Should default occur in the performance or discharge of any obligation secured

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como  
by this mortgage, or should mortgagor, or any one of the persons herein called

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera  
mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido  
with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado  
or in any supplementary agreement, or die or be declared an

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-  
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of





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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to

cancelar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda cancel all amounts unpaid under the note, and any indebtedness

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley. request the protection of the law.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and

rarios de abogado. attorney's fees.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligation herein set forth, and without affecting the liability

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli any time (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos contained herein or in the note or any supplementary agreement; (two)



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier  
deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el  
indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-  
consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-  
an insured lender) or for payment of any indebtedness to mortgagee

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-  
hereby secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o  
part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre  
postponement of this mortgage to any other lien over

dichos bienes.  
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,  
(Nineteen) All right, title and interest in or to this mortgage,

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones  
including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el  
subordinations, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-  
mortgagee, and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.  
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-  
(Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída  
other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-  
or insured by mortgagee and executed or assumed by mortgagor,

tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía  
and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca.  
constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será  
(Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y  
be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,  
and shall be addressed until some other address is designated in a notice so given,

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,  
in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el  
United States Department of Agriculture, San Juan, Puerto Rico, and in the

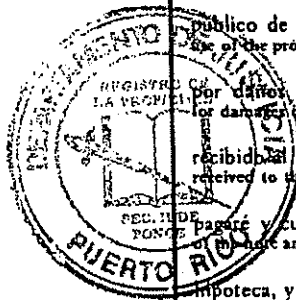
caso del deudor hipotecario, a él a la dirección postal de su residencia según se  
case of mortgagor to him at the post office address of his residence as stated

especifica más adelante.  
hereinafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario  
(Twenty-Two) Mortgagor by these presents grants to mortgagee



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el importe de cualquier sentencia obtenido por expropiación forzosa para uso  
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia  
of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así  
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del  
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta  
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.  
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso  
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmen-  
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma  
mortgagor does hereby appraise the mortgaged property in the amount

de DIEZ MIL DOLARES (\$10,000.00)  
of TEN THOUSANDS (\$10,000.00)

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-  
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte  
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-  
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,  
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a  
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación  
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.  
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:  
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de  
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor  
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cedere esta hipoteca sin asegurar el pagaré: DIEZ MIL  
should assign this mortgage without insurance of the note, TEN THOUSANDS

DOLARES (\$10,000.00)  
DOLLARS (\$10,000.00)

el principal de dicho pagaré, con sus intereses según estipulados a razón del  
the principal amount of said note, together with interest as stipulated therein at the rate of

cinco por ciento ( 5.0 %/o) anual;  
five per cent ( 5.0 %/o) per annum;



Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:  
Two. At all times when said note is held by an insured lender:

(A) DIEZ MIL DOLARES  
(A) TEN THOUSANDS

DOLARES (\$ 10,000.00 ) --  
DOLLARS (\$ 10,000.00 ) --

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado  
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según  
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,  
specified in the note, with interest as stated in paragraph SIXTH,

Tercero:-----  
Three:-----

(B) QUINCE MIL  
(B) FIFTEEN THOUSANDS

DOLARES (\$ 15,000.00 ) --  
DOLLARS (\$ 15,000.00 ) --

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda  
for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.  
sustain under its insurance of payment of the note;

Tres. En cualquier caso y en todo tiempo:-----  
Three. In any event and at all times whatsoever:-----

(A) CUATRO MIL  
(A) FOUR THOUSANDS

(\$ 4,000.00 ) para intereses después de mora:-----  
(\$ 4,000.00 ) for default interest:-----

(B) DOS MIL DOLARES  
(B) TWO THOUSANDS

(\$ 2,000.00 ) para contribuciones, seguro y otros adelantos para la con-  
(\$ 2,000.00 ) for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo  
and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO, Tercero:-----  
SIXTH, Three:-----

(C) MIL DOLARES  
(C) ONE THOUSANDS DOLLARS

(\$ 1,000.00 ) para costas, gastos y honorarios de abogado en caso  
(\$ 1,000.00 ) for costs, expenses and attorney's fees in case

de ejecución:-----  
of foreclosure:-----

(D) MIL DOLARES  
(D) ONE THOUSANDS DOLLARS

(\$ 1,000.00 ) para costas y gastos que incurriere el acreedor hipoteca-  
(\$ 1,000.00 ) for costs and expenditures incurred by the mortgagee in

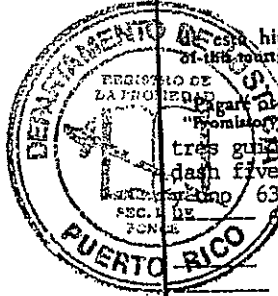
procedimientos para defender sus intereses contra cualquier persona que inter-  
proceedings to defend its interests against any other person interfering with

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según  
or contesting the right of possession of mortgagor to the property as

se consigna en el párrafo SEXTO, Trece.  
provided in paragraph (SIXTH, Thirteen



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DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO  
TENTH: That the note(s) referred to in paragraph THIRD

De esta hipoteca es (son) descrito(s) como sigue:  
Of this mortgage is (are) described as follows:

Pagaré otorgado en el caso número sesenta y tres guión cero treinta y  
Promissory note executed in case number sixty three dash zero thirty three  
tres guión quinientos ochenta y uno sesentisiete veintidos treinta y  
dash five hundred eighty one sixtyseven twenty two, thirty one  
63-033-581672231  
63-033-581672231  
FEB. 1992  
FEB. 1992

lechado el día veintiseis  
dated the twenty six  
(26) de octubre de mil novecientos  
(26) day of October nineteen hundred and ninety two

noventa y dos (1992) por la suma de diez mil dolares  
(1992) in the amount of ten thousands dollars

(\$10,000.00) dólares de principal más  
(\$10,000.00) of principal plus

intereses sobre el balance del principal adeudado a razón del cinco  
interest over the unpaid balance at the rate of five

{ 5.0% } por ciento anual,  
5.0% percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-  
until the principal is totally paid according to the terms, installments,

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos:  
conditions and stipulation contained in the promissory note and as agreed

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aqu  
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadera  
entire debt herein evidenced, if not sooner paid, will be due

a los QUINCE AÑOS (15)  
and payable FIFTEEN YEARS (15)

años de la fecha de este pagaré.  
years from the date of this promissory note.

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por  
Said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados  
Government to the borrower pursuant to the law of the Congress of the United

Unidos de América denominada "Consolidated Farm and Rural Development A  
States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", seg  
of 1961" or pursuant to "Title V of the Housing Act of 1949, as

han sido enmendadas y está sujeto a los presentes reglamentos de la Administraci  
amended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dic  
Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.  
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que  
ELEVENTH: That the property object of this deed and over which

constituye Hipoteca Voluntaria, se describe como sigue:  
voluntary mortgage is constituted, is described as follows:





--- RUSTICA: Radicada en el Barrio Anón del término municipal de Ponce, Puerto Rico, compuesta por cincuenta y tres cuerdas con ochocientos cuarenta y una milésimas de otra (53,841), equivalentes a veintiuna hectáreas, dieciseis áreas, diecisiete centiáreas y veinte centésimas de otra, en lindes por el NORTE, con las parcelas número seis y ocho de la finca principal vendidas a Ruperto Bonilla y Luis Rivera González respectivamente, SUR, con terrenos de Eulalio Rosaly y terrenos de la Sucesión Feliciano Román, por el ESTE, con la parcela número ocho de la finca vendida a Luis Rivera González y terrenos de la Sucesión de Rafael Toro Gandía y por el OESTE, con parcela número cinco de la finca vendida a Antonio Méndez Reyes y su parte con la Sucesión Feliciano Román.

--- Inscrita al folio veinticinco (25) del tomo quinientos cincuenta (550) de Ponce, finca dieciseis mil seiscientos ochenta y cinco (16,685) inscripción sexta (6ta.)

Adquirió el prestatario la descrita finca por COMPRA  
Borrower acquired the described property by PURCHASE

según consta de la Escritura Número CIENTO TRES (103)  
pursuant to Deed Number ONE HUNDRED THREE

de fecha veintiseis (26) de octubre de mil novecientos noventa y  
dated dos (1992)  
twenty six (26) of October of nineteen hundred ninety two (1992).

otorgada en la ciudad de JUANA DIAZ  
executed in the city of JUANA DIAZ

ante el Notario EFRAIN BERMUDEZ RIVERA  
before Notary

Dicha propiedad se encuentra  
Said property is libre de cargas y gravámenes

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipotecarios  
TWELFTH: The parties appearing in the present deed as Mortgagors

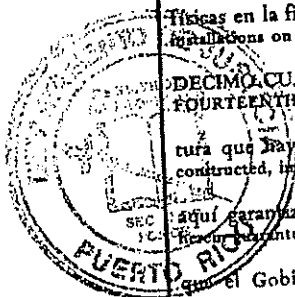
NELSON MARTINEZ COLLAZO y ESPOSA NERIS IVELISSE VAZQUEZ, seguros  
are sociales y [redacted] respectivamente; mayores de edad, casados entre sí, agricultor él, ama de casa ella, y vecinos Juana Díaz, Puerto Rico.

cuya dirección postal es:  
whose postal address is:

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado  
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used



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para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones  
for agricultural purposes and the construction and/or repair or improvement of the physical

fincas en la finca(s) descrita(s).  
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-  
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construida, mejorada o comprada con el importe del préstamo  
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos  
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la  
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el  
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en  
the debt to become due as if the whole term had elapsed and the

apetud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la  
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.  
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción  
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-  
or building existing on the farm(s) heretofore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante le vigencia del prés-  
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales  
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.  
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada  
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o  
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores).  
representatives, in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro  
any Homestead right (Homestead) that presently or in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios  
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitid  
thereon or which in the future may be constructed; this waiver being permitted

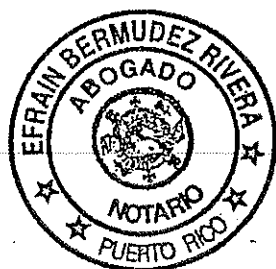
a favor de la Administración de Hogares de Agricultores por la Ley Número trec  
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (3)  
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31)

L.P.R.A. (1851)  
L.P.R.A. (1851).

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cua  
SEVENTEENTH: Mortgagee and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente co  
stove, oven, water heater, purchased or financed completely or partially with



fondos del préstamo aquí garantizado, se considerará e interpretará como parte  
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.  
of the property encumbered by this Mortgage.

DECLIO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse  
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta  
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-  
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo  
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.  
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya  
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-  
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-  
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y  
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan  
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.  
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de  
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios  
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código  
Government pursuant to Forty-Two

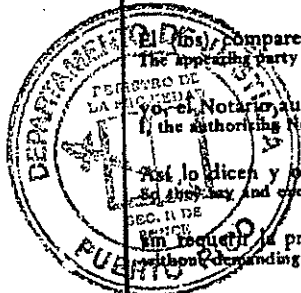
de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)  
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

NO TRATARSE DE UN PRÉSTAMO DE RECURSOS LIMITADOS, SEGUN INDICADO  
EN EL PAGARE, EL GOBIERNO PUEDE CAMBIAR EL POR CIENTO DE INTERES  
DE ACUERDO A LO QUE CON LOS REGLAMENTOS DE LA ADMINISTRACION DE  
LUGARES DE AGRICULTORES.





Forma FmHA 427-1(S) PR  
(Rev. 10-82)



-----ACEPTACION-----  
ACCEPTANCE

El (los) compareciente(s) ACEPTAN esta escritura en la forma redactada una vez  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

Por el Notario autorizante, le (les) hice las advertencias legales pertinentes.  
By the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)  
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que  
without demanding the presence of witnesses after waiving his (their) right to do so of which-----

le(s) advertí.  
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party(parties) he (they) ratify his-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura  
contents, place(s) his (their) initials on each of the folios of this deed-----

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY  
including the last one, and all sign before me, the authorizing Notary who GIVES-----

FE de todo el contenido de esta escritura.  
FAITH to everything contained in this deed.-----

FIRMADO: NELSON MARTINEZ COLLAZO Y NERIS IVELISSE VAZQUEZ  
MALDONADO -----

FIRMADO, SIGNADO, SELLADO Y EMBRICADO:  
EFRAIN BERMUDEZ RIVERA

Hay cancelados en el original los correspondientes sellos  
de rentas interiores e impuestos notarial. Las iniciales de  
los otorgantes aparecen estampadas en cada uno de los  
folios del original.

CERTIFICO: Que la que precede es copia fiel y exacta  
de su original, que bajo el número 102 obra en mi protocolo  
de instrumentos públicos para el año mil novecientos  
1992, la cual (incluyendo los anejos al  
original), Contiene 12 folios.

CERTIFICO, además que la (s) copia (s) del (de los)  
documento (s) a esta copia certificada es (son) copia (s)  
fiel y exacta (s) del (de los) que obra (n) anejo (s) al  
original de esta escritura.

EN TESTIMONIO DE LO CUAL, expido la primera  
copia certificada a solicitud de parte interesada en Santa  
Isabel, Puerto Rico, el mismo día mes y año de su  
otorgamiento.

LCDO. EFRAIN BERMUDEZ RIVERA  
NOTARIO

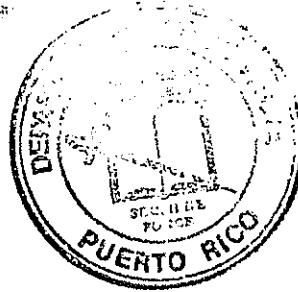


REGISTRO DE LA PROPIEDAD DE PONCE	
SECCION II	
Presentado a la (a) <u>10.25</u>	de la <u>Manana</u>
Asiento <u>404</u>	del tomo <u>100</u>
Deriva de la (a) <u>404</u>	
Un (a) <u>sin derechos</u>	
Total <u>4</u> de <u>noviembre</u> de 19 <u>92</u>	
Registrador (a)	

Notificado hoy por los fundamentos fin  
admitidos con la notificación legajada bajo

43  
Ponce 8 de febrero de 1993

Suspendido termino  
ley 13/enero/93.



Inscrito este documento al folio 300 del  
tomo (550) hoy 104 finca # (16,475) hoy 100  
ins # 13 afecta a servidumbre de paso.  
afecta a la hipoteca que aqui se constituye.  
Ponce a 20 de Enero de 1993.  
sin derechos

[Signature]  
Registrador

[Signature]  
2-9-93

Mortgage Deed #102, dated 10/26/92 - Nelson Martínez Collazo

Stamped:

Ponce Property Registry

Section II

Presented at 10:25 AM

Entry no, 404 of daily record book 100

Fees: A .50 stamp no.

A \$1.00 voucher no.

\_\_\_\_ Voucher for \$ \_\_\_\_ No. \_\_\_\_

\_\_\_\_ Voucher for \$ \_\_\_\_ No. \_\_\_\_

Total fees: \$ \_\_\_\_ Without fees

In Ponce, P.R., on November 4, 1992.

\_\_\_\_\_  
Registrar

Administrative Office of the  
United States Courts  
**CERTIFIED TRANSLATION**  
I certify that the foregoing is a true and  
faithful translation of its original.

*Patricia Beckerley*  
\_\_\_\_\_  
PATRICIA BECKERLEY  
Certified Court Interpreter / Translator  
787-792-5224 / 787-399-7788

Notified today on the basis of the grounds included in the notice attached under the number 43. In Ponce, P.R., on January 8, 1993. (Signed initials)

Handwritten note: Term suspended today January 15, 1993. Stamped with the seal of the Property Registry, Section II of Ponce.

Handwritten note 2: This document has been registered on the back side of page 36 of book (550) today 164 property # (16,685) today 100, 13<sup>th</sup> registration. Encumbered by right of way. Encumbered by mortgage constituted herein. Ponce, on January 20, 1993. Without fees.

(Signature of the Registrar)

(Another signature - 2-9-93; initials C.S.)

Administrative Office of the  
United States Courts  
CERTIFIED TRANSLATION  
I certify that the foregoing is a true and  
faithful translation of its original.  
*Patricia Beckerleg*  
PATRICIA BECKERLEG  
Certified Court Interpreter / Translator  
787-792-5224 / 787-399-7788

-----DEED NUMBER NINETY-ONE-----

-----DEED OF REAMORTIZATION OF MORTGAGE-----

-----LOAN AND MODIFICATION OF MORTGAGE-----

----In the city of Ponce, Puerto Rico, on the seventeenth (17<sup>th</sup>) day of  
August of one thousand nine hundred ninety-eight (1998).-----

-----BEFORE ME-----

----EFRAIN BERMUDEZ RIVERA, Attorney and Notary Public of the island of  
Puerto Rico, with residence, domicile and office open in Santa Isabel,  
Puerto Rico.-----

-----APPEARING-----

----ONE PARTY: MISTER NELSON MARTINEZ COLLAZO, social security  
\_\_\_\_\_ and NERIS IVELISSE VAZQUEZ MALDONADO, social security  
\_\_\_\_\_ of legal age, married to each other, he a farmer, she a  
housewife and residents of Juana Díaz, Puerto Rico, referred to as THE  
MORTGAGE DEBTOR.-----

----THE OTHER PARTY: UNITED STATES OF AMERICA, acting by and  
through the FARM SERVICE AGENCY, in accordance to the provisions of the  
Act of Congress entitled Consolidated Farmers Home Administration Act of  
1961, as amended, with principal offices in Washington, District of  
Columbia, United States of America, represented in this act by MISTER  
ISMAEL ALFONZO, social security \_\_\_\_\_, and Employer social  
security 806-106-4906, of legal age, married, employee and resident of

Isabela, Puerto Rico, in his capacity as Agricultural Credit Manager (FARM SERVICE AGENCY) referred to as THE MORTGAGE CREDITOR.-----

----I GIVE FAITH of being personally acquainted with the ones appearing herein and on the basis of their statements, of their personal circumstances, they assure me of having and, in my judgment, have the necessary legal capacity for this deed execution act and by its virtue, freely,-----

-----STATE-----

----FIRST: That the ones appearing for the first party are the owners in full domain of the following real estate property:-----

----RURAL: Located in the Anón ward of the municipality of Ponce, Puerto Rico, comprised of fifty-three "cuerdas" with eight hundred forty-one thousandths of another (53.841), equivalent to twenty-one (21) hectares, sixteen (16) ares, seventeen (17) centiares and twenty (20) hundredths of another; abutting on the NORTH, with plots of land numbers six and eight from the principal property sold to Ruperto Bonilla and Luis Rivera González, respectively; on the SOUTH, with land belonging to Eulalio Rosaly and land belonging to the succession of Feliciano Román; on the EAST, with plot of land number eight from the property sold to Luis Rivera González and land belonging to the succession of Rafael Toro Gandía and on the WEST, with plot of land number five from the property sold to Antonio Méndez Reyes and his share with the Feliciano Román succession.-----

-----Registered on page thirty-six (36) of book five hundred fifty, today one hundred sixty-four (164) property 16,685, today one hundred (100) of Ponce II, (13<sup>th</sup>) thirteenth registration.-----

-----The one appearing for the first party acquired the property described above through purchase from the Collazo Ortiz succession as stated in deed One Hundred Three (103) of October twenty-six (26) of one thousand nine hundred ninety-two (1992) in Santa Isabel, Puerto Rico, before this Notary.

-----SECOND: It is encumbered with a mortgage in guaranty of promissory note for the sum of TEN THOUSAND DOLLARS (\$10,000.00) with interest at five percent (5.00%) annually with principal and interest payable in the installments which are stipulated in the same as stated in deed number one hundred two (102) dated October twenty-six (26) of one thousand nine hundred ninety-two (1992) before this Notary in Juana Díaz, Puerto Rico; registered on the back side of page thirty-six (36) of book five hundred fifty (550) today One Hundred-sixty-four (164), property 16, 685, thirteenth (13<sup>th</sup>) registration.-----

-----

-----

-----The mortgage debtors continue stating, that for the purpose of reamortizing the mortgage debt, they requested and obtained the consent of the mortgage creditor, United States of America, acting by and through the FARM SERVICE AGENCY, in conformity with the Act of Congress entitled

Consolidated Farmers Home Administration Act of 1961 and the regulation approved to the effect to reamortize the mortgage debt.-----

----THIRD: The ones appearing for the first party state that it is of their own and personal knowledge each and every one of the obligations, clauses and stipulations contained or mentioned in the mortgage deed and in this act in a clear, solemn and final manner, they commit themselves to fulfill each and every one of said obligations, clauses and stipulations required by the Administration of the FARM SERVICE AGENCY.-----

-----REAMORTIZATION AND MODIFICATION-----

-----OF PAYMENT OF PROMISSORY NOTE AND MORTGAGE-----

----FOURTH: The ones appearing for the second party state in the capacity which they bear, that with the mortgage debtors appearing for the first party having been accepted to receive the benefits of the Act of Congress, as amended, they have agreed to reamortize and modify the form of payment of the installments consigned in the promissory note and in the mortgage in the following manner:-----

-----  
-----  
-----  
-----  
-----  
-----

----Due to having been given a payment deferment, it shall be paid in the following manner:-----

----\$1,217.00-----1/1/99-----

----\$1,217.00-----1/1/00-----

----\$1,217.00-----1/1/01-----

----\$1,217.00 the subsequent January first, until the same has been paid in its entirety, except that the final installment of the debt evidenced herein shall be paid on or before August seventeen (17) of the year two thousand seven (2007). The same shall be for nine (9) years with an annual interest of FIVE (5.0%) PERCENT ANNUALLY.-----

----As of today, it has a balance of EIGHT THOUSAND EIGHTY-THREE DOLLARS (\$8,083.00) of principal and FIVE HUNDRED SIXTY-FIVE DOLLARS AND EIGHTY-FIVE CENTS (\$565.85) of interest for a new principal of EIGHT THOUSAND SIX HUNDRED FORTY-EIGHT DOLLARS AND EIGHTY-TWO CENTS (\$8,648.82).-----

----FIFTH: The one appearing for the second party in the capacity which he bears delivers to me, the Notary, the promissory note guaranteed with the mortgage which he assures me has not been negotiated or encumbered in any way whatsoever by its present holder and owner United States of America and once identified by me, the Notary, making sure that we are dealing with the same promissory note, I proceed to place on the back of the same the following note:-----



----The sum of this promissory note and the mortgage that guarantees it, has been raised and reamortized as of August seventeen (17) of one thousand nine hundred ninety-eight (1998), gave a debtor balance amounting to THIRTEEN THOUSAND SEVEN HUNDRED FIFTY-NINE DOLLARS AND FORTY-NINE CENTS (\$8,083.00) of principal and FIVE HUNDRED SIXTY-FIVE DOLLARS AND EIGHTY-FIVE CENTS (\$565.85) of interest for a new principal of EIGHT THOUSAND SIX HUNDRED FORTY-EIGHT DOLLARS AND EIGHTY-TWO CENTS (\$8,648.82) which shall accrue interest at the rate of five (5.0%) percent annually and due to having been given a NINE (9) year deferment, shall be paid in the following manner:-----

----\$1,217.00-----1/1/99-----

----\$1,217.00-----1/1/00-----

----\$1,217.00-----1/1/01-----

----\$1,217.00 the subsequent January first, except that the final installment of the debt evidenced herein shall be made on or before August seventeen (17) of two thousand seven (2007) as stated by deed number NINETY-ONE (91) of reamortization of mortgage loan before this Notary.-----

----In this act it is stated by this Notary that the promissory note is being partially cancelled with regard to the sum of ONE THOUSAND THREE HUNDRED FIFTY-ONE DOLLARS AND EIGHTEEN CENTS (\$1,351.18), of which I, the Notary, GIVE FAITH.-----I

----Due to the fact that we are dealing with a limited resources loan, as

indicated in the promissory note, the government may change the percentage of interest in accordance to the regulations of the Farmers Home Administration.-----  
-----  
-----  
-----

----The contracting parties in this instrument also agree that this reamortization agreement does not constitute an extinctive novation of the existing obligation (debt) which has already been mentioned, due to there not being not even existing incompatibility between said existing obligation (debt) and the modification of the same under the terms and conditions consigned herein, reason why it is begged of this Honorable Registrar of the Property, that it state it so in the registration of this document.-----

-----ACCEPTANCE-----

----That is how it is so stated and executed by the ones appearing herein, after having waived the right which I informed them they had to require the presence of attesting witnesses.-----

----And with the present deed having been read, by me, the Notary, to the grantors and also personally read by them, they ratify themselves as to the same, set their initials on each and every one of the pages of this deed and sign it before me, and with me, the Notary, in regard to the fact that everything which has been previously consigned in the present public

document, I GIVE FAITH.-----

-----SIGNED: ISMAEL ALFONZO, NELSON MARTINEZ COLLAZO, NERIS

IVELISSE VAZQUEZ MALDONADO.-----

(Note: The document has the seal of the Department of Justice of Puerto Rico, Property Registry, Section II of Ponce and that of the Attorney-Notary, Efraín Bermúdez Rivera, on all the pages).

Stamped:

Signed, with the Notary's mark on it, stamped and paraphed: EFRAIN BERMUDEZ RIVERA. (The corresponding Internal Revenue stamps and that of the Notarial fee of the Puerto Rico Bar Association appear cancelled and the initials of the grantors appear written in accordance to the law).

It agrees well and faithfully with the main deed which under the number filed appears in my protocol of public instruments of this Notary's office under my charge, (illegible) faith of it and to deliver to one of the grantors (illegible) present first copy which I sign, put the Notary's mark on it, stamp and paraph in Ponce, Puerto Rico, the same day as that of its execution.

(signature of the Attorney-Notary)

Notarial fee stamp, \$1.00 value, # 5466654.

Administrative Office of the  
United States Courts  
CERTIFIED TRANSLATION  
I certify that the foregoing is a true and  
faithful translation of its original.

*Patricia Beckerleg*  
PATRICIA BECKERLEG  
Certified Court Interpreter / Translator : 8  
787-792-5224 / 787-399-7

Handwritten note:

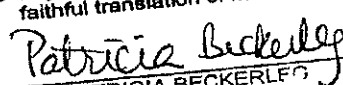
The modification has been made under property # 100- Ponce II  
on removable page, 17<sup>th</sup> registration.

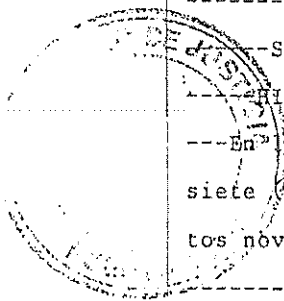
Ponce, on August 21, 1998.

Without fees.

(signature of the Registrar) - initials EMR or EMA

Note: stamped with the seal of the Department of Justice of Puerto Rico,  
Property Registry, Section II of Ponce).

Administrative Office of the  
United States Courts  
CERTIFIED TRANSLATION  
I certify that the foregoing is a true and  
faithful translation of its original.  
  
PATRICIA BECKERLEG  
Certified Court Interpreter / Traductor  
787-792-5224 / 787-344



*[Handwritten signature]*

-----ESCRITURA NUMERO NOVENTA Y UNO-----  
-----SOBRE: REAMORTIZACION DE PRESTAMO-----  
-----HIPOTECARIO Y MODIFICACION DE HIPOTECA-----  
-----En la ciudad de Ponce, Puerto Rico, a los dieci-  
siete (17) días del mes de agosto de mil novecien-  
tos noventa y ocho (1998).-----  
-----ANTE MI-----  
-----EFRAIN BERMUDEZ RIVERA, Abogado Notario Público,  
de la Isla de Puerto Rico, con residencia, vecindad  
y estudio abierto en Santa Isabel, Puerto Rico.-----  
-----COMPARECEN-----  
-----DE UNA PARTE: DON NELSON MARTINEZ COLLAZO,-----  
seguro social [REDACTED] y NERIS IVELISSE VAZQUEZ-  
MALDONADO, seguro social [REDACTED], mayores de---  
edad, casados entre sí, agricultor él, ama de casa-  
ella y vecinos de Juana Díaz, Puerto Rico, denomina-  
dos EL DEUDOR HIPOTECARIO.-----  
-----DE LA OTRA PARTE: ESTADOS UNIDOS DE AMERICA,-----  
actuando por conducto y a través de FARM SERVICE---  
AGENCY a tenor con las disposiciones de la Ley del  
Congreso titulada "Consolidated Farmers Home Admi-  
nistration Act of 1961", según enmendada, Columbia-  
Estados Unidos de América representado en este acto  
por DON ISMAEL ALFONZO, seguro social [REDACTED]  
y Seguro Social Patronal 806-106-4906, mayor de edad  
casado, empleado y vecino de Isabela, Puerto Rico,  
en su carácter de Gerente de Crédito Agrícola-----  
(FARM SERVICE AGENCY) denominado EL ACREEDOR HIPO-  
TECARIO.-----  
-----DOY FE de conocer personalmente a los compare-  
cientes y por sus dichos la doy de sus circunstan-  
cias personales, me aseguran tener y a mi juicio--  
tienen la capacidad legal necesaria para este otor-  
gamiento y en tal virtud libremente,-----

EXPONEN

---PRIMERO: Que los comparecientes de la primera parte son dueños en pleno dominio de la siguiente propiedad inmueble:---

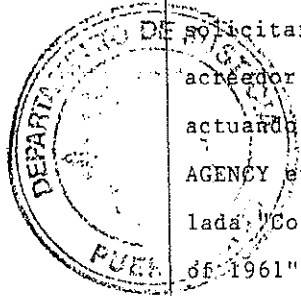
---RUSTICA: Radicada en el Barrio Anón del término municipal de Ponce, Puerto Rico, compuesta de cincuenta y tres cuerdas con ochocientos cuarenta y una milésimas de otra (53.841), equivalentes a veintiuna (21) hectáreas, dieciseis (16) áreas, diecisiete (17) centiáreas y veinte (20) centésimas de otra; en linderos por el NORTE, con las parcelas número seis y ocho de la finca principal vendidas a--- Rupert Bonilla y Luis Rivera González respectivamente, por el Sur, con terrenos de Eulalia Rosaly y terrenos de la Sucesión Feliciano Román, por el ESTE, con la parcela número ocho de la finca vendida a Luis Rivera González y terrenos de la Sucesión Rafael Toro Gandía y por el OESTE, con la parcela número cinco de la finca vendida a Antonio Méndez Reyes y su parte con la Sucesión Feliciano Román.---

---Inscrita al folio treinta y seis (36) del tomo quinientos cincuenta hoy ciento sesenta y cuatro (164), finca 16,685 hoy cien (100) de Ponce II, inscripción trece (13).---

---Adquirieron los comparecientes de la primera parte la propiedad antes descrita por compra a--- la Sucesión Collazo Ortiz según consta en escritura Ciento Tres (103) del veintiseis (26) de octubre de mil novecientos noventa y dos (1992) en Santa Isabel Puerto Rico, ante este fedatario.---

---SEGUNDO: Se halla afecta a hipoteca en garantía de pagaré por la suma de DIEZ MIL DOLARES (\$10,000.00) con intereses al CINCO POR CIENTO (5.0%) anual pagadero principal e intereses en los plazos que en el mismo se estipulan según consta en escritura número Ciento dos (102) de fecha veintiseis (26) de octubre de mil novecientos noventa y dos (1992) ante este fedatario, en Juana Díaz, Puerto Rico; inscrita al folio treinta y seis vta. tomo quinientos cincuenta (550) hoy Ciento Sesenta Y Cuatro (164) finca 16,685 hoy cien (100) inscripción trece (13).---





*[Handwritten signature]*

---Siguen manifestando los deudores hipotecarios,--  
que con el fin de reamortizar la deuda hipotecaria--  
solicitaron y obtuvieron el consentimiento del----  
acreedor hipotecario, Estados Unidos de América,--  
actuando por conducto y a través de FARM SERVICE--  
AGENCY en conformidad con la Ley del Congreso titu-  
lada "Consolidated Farmers Home Administration Act  
of 1961" y el reglamento aprobado al efecto para--  
reamortizar la deuda hipotecaria.-----

---TERCERO: Manifiestan los comparecientes de la-  
primera parte que son de su propio y personal cono-  
cimiento todas y cada una de las obligaciones,----  
cláusulas y estipulaciones contenidas o mencionada  
en la escritura de hipoteca y en este acto en form-  
clara, solemne y terminantemente se obligan a cum-  
plir todas y cada una de dichas obligaciones, cláu-  
sulas y estipulaciones requeridas por la Administr-  
ción de FARM SERVICE AGENCY.-----

-----REAMORTIZACION Y MODIFICACION-----

-----DE PAGO DE PAGARE E HIPOTECA-----

---CUARTO: Manifiesta el comparecientes de la se-  
gunda parte en el carácter que ostenta, que habier-  
do sido aceptados los deudores hipotecarios compa-  
cientes de la primera parte, para recibir los ben-  
eficios de la Ley del Congreso, según enmendada ha  
convenido en reamortizar y modificar la forma de-  
paga de los plazos consignados en el pagaré y en-  
la hipoteca en la siguiente forma:-----

-----  
-----  
-----  
-----  
-----  
-----  
-----

---Por habersele dado un diferimiento habrá de ser  
pagado de la siguiente forma:-----

---\$1,217.00-----1/1/99-----

---\$1,217.00-----1/1/00-----

---\$1,217.00-----1/1/01-----

---\$1,217.00 el primero de enero subsiguiente,-----

hasta que el mismo sea pagado en su totalidad,-----

excepto que el plazo final de la deuda aquí eviden-

ciada se hará en o antes del diecisiete (17) de---

agosto del dos mil siete (2007). La misma será por

nueve años con intereses anuales de cinco punto---

cero (5.0%) por ciento anual.-----

---Al día de hoy tiene un balance de OCHO MIL -----

OCHENTA Y TRES DOLARES (\$8,083.00) de principal---

y QUINIENTOS SESENTA Y CINCO DOLARES CON OCHENTA Y

CINCO CENTAVOS (\$565.85) de intereses para un nuevo

principal de OCHO MIL SEISCIENTOS CUARENTA Y OCHO---

CON OCHENTA Y DOS CENTAVOS (\$8,648.82).-----

---QUINTO: El comparecientes de la segunda parte--

en el carácter que ostenta, me entrega a mí, el---

Notario, el pagaré garantizado con la hipoteca, quien

me asegura no ha sido negociado ni gravado en forma

alguna por su actual tenedor y poseedor Estados---

Unidos de América y una vez identificado por mí,---

el Notario, cerciorándome que se trata del mismo---

pagaré, procedo a poner al dorso del mismo la ----

siguiente nota:-----

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*[Handwritten signature]*

---El importe de este pagaré y la hipoteca que lo---  
 garantiza, ha sido ampliada y reamortizada al diez-  
 y siete (17) de agosto de mil novecientos noventa y  
 ocho (1998), dió un saldo deudor montante a-----  
 OCHO MIL OCHENTA Y TRES DOLARES (\$8,083.00) de ----  
 principal y QUINIENTOS SESENTA Y CINCO DOLARES CON  
 OCHENTA Y CINCO CENTAVOS (\$565.85) de intereses----  
 para un nuevo principal de OCHO MIL SEISCIENTOS----  
 CUARENTA Y OCHO DOLARES CON OCHENTA Y DOS CENTAVOS-  
 (\$8,648.82) el cual devengará intereses a razón de  
 CINCO PUNTO CERO POR CIENTO (5.0%) ANUAL y por----  
 haberselo dado un diferimiento de nueve (9) años---  
 habrá de ser pagada en la siguiente forma:-----  
 ---\$1,217.00-----1/1/99-----  
 ---\$1,217.00-----1/1/00-----  
 ---\$1,217.00-----1/1/01-----  
 ---\$1,217.00 el primero de enero subsiguiente,----  
 excepto que el plazo final de la deuda aquí eviden-  
 ciada se hará en o antes del diecisiete (17) de----  
 agosto del dos mil siete (2007) según consta de la  
 escritura número NOVENTA Y UNO (91) de reamortiza-  
 ción préstamo hipotecario ante este fedatario.-----  
 ---En este acto se hace constar por este Notario---  
 que se cancela parcialmente el pagaré en cuanto a la  
 suma de MIL TRESCIENTOS CINCUENTA Y UN DOLARES CON-  
 DIECIOCHO CENTAVOS (\$1,351.18) de la que yo el----  
 Notario DOY FE.-----  
 ---Por tratarse de un préstamo de recursos limitado  
 según indicado en el pagaré el gobierno pude cambia-  
 el por ciento de interes de acuerdo con los regla-  
 mentos de la Administración de Hogares a Agriculto-  
 res.-----



---Las partes contratantes en este instrumento con-  
vienen asimismo, que este convenio de reamortización  
no constituye una novación extintiva de la obliga-  
ción (deuda) existente a la cual ya se ha hecho----  
mención, por no haber ni existir incompatibilidad---  
entre dicha obligación (deuda) existestente y la modi-  
ficación de la misma bajo los términos y condicio-  
nes aquí consignados, por lo que se ruega al Honora-  
ble Registrador de la Propiedad, que así se haga----  
constar en la inscripción de este documento.-----

-----ACEPTACION-----

---Así lo dicen y otorgan los comparecientes, luego  
de haber renunciado al derecho queles hice saber----  
tenían para requerir la presencia de testigos ins-  
trumentales.-----

---Y leída la presente escritura, por mí, el Notario  
a los otorgantes y también leída por ellos personal-  
mente, en la misma se ratifican, fijan sus iniciales  
en todos y cada uno de los folios de esta escritura  
y firman ante mí, y conmigo, el Notario, que de todo  
cuanto queda consignado anteriormente en el presen-  
te documento público, DOY FE.-----

---FIRMADO: ISMAEL ALFONZO, NELSON MARTINEZ COLLA-  
ZO, NERIS IVELISSE VAZQUEZ MALDONADO.-----

Firmado, signado, sellado y rubricado: EFRAIN BERMUDEZ  
RIVERA. ( Hay Cancelados los sellos de Rentas Internas  
Correspondientes y el sello del Colegio de abogados y escritas  
las iniciales de los otorgantes. En conformidad con la ley.)

Concuerda bien y fielmente con el original que bajo el  
número radicado obra en el archivo de esta notaría a mi cargo, y  
de esta notaría a mi cargo, y de ello y para lo primero  
entregar a uno de los otorgantes que firmo, signo, sello y rubrico  
Puerto Rico el mismo día y hora que se otorgó el presente.

ABOGADO NOTARIO

Heckler la Cruz y filio de la Cruz la

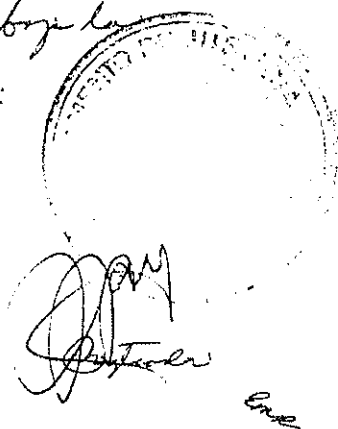
Finca # 100 Poma II al:

John Mavil

maso 17

Poma, a 21 Agosto 1988

Sin delectos



USDA-FmHA  
Form FmHA 1940-17  
(Rev. 4-92)

# PROMISSORY NOTE

Name NELSON MARTINEZ COLLAZO		<b>KIND OF LOAN</b> Type: <u>EM</u> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Limited Resource  Pursuant to: <input type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State PUERTO RICO	County JUANA DIAZ	
Case No. 63-33-581-67-2231	Date APRIL 5, 1995	
Fund Code 43	Loan No. 01	
		<b>ACTION REQUIRING NOTE</b> <input type="checkbox"/> Initial loan <input type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Recamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in JUANA DIAZ, PUERTO RICO

\_\_\_\_\_, or at such other place as the Government may later designate in writing, the principal sum of FOURTEEN THOUSAND EIGHT HUNDRED TWENTY dollars

(\$ 14,820.00), plus interest on the unpaid principal balance at the **RATE** of

THREE AND THREE QUARTS percent (3.75 %) per annum and

dollars (\$ \_\_\_\_\_)

of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may **CHANGE THE RATE OF INTEREST**, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 21 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>1,067.00</u>	on <u>1-1-96</u>	;	\$ <u>1,067.00</u>	on <u>1-1-97</u>	;
\$ _____	on _____	;	\$ _____	on _____	;
\$ _____	on _____	;	\$ _____	on _____	;
\$ _____	on _____	;	\$ _____	on _____	;
\$ _____	on _____	;	\$ _____	on _____	;
\$ _____	on _____	;	\$ _____	on _____	;

and \$ 1,067.00 thereafter on 1-1 of each year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 20 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.



For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s)(new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

**REFINANCING (GRADUATION) AGREEMENT:** If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

**HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT:** Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

**DEFAULT:** Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

*Nelson Martinez Collazo*  
NELSON MARTINEZ COLLAZO (Borrower)  
*Neris Ivelisse Vazquez Maldonado*  
NERIS IVELISSE VAZQUEZ MALDONADO

P.O. BOX 124

COTO LAUREL PR 00780

# RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

43-01

Attachment to Promissory Note dated April 5, 1995 for \$14,820.00 - Nelson Martínez Collazo.

"The sum of this promissory note and the mortgage guaranteeing it, has been raised and reamortized as of August 17, 1998.

It gave a debtor balance amounting to thirteen thousand seven hundred fifty-nine dollars and forty-nine cents (\$13,759.49) of principal, and seven hundred twenty-two dollars and thirty-seven cents (\$722.37) of interest which can be capitalized which shall accrue interest at the rate of three point seventy-five percent (3.75%) annually, for a total of fourteen thousand four hundred eighty-one dollars and eighty-six cents (\$14,481.86) due to having been given a deferment shall be paid in the following manner:

\$1,221.00 on or before 1/1/99

\$1,221.00 on or before 1/1/00

\$1,221.00 on or before 1/1/01

\$1,221.00 the subsequent January first except

Administrative Office of the  
United States Courts  
CERTIFIED TRANSLATION  
I certify that the foregoing is a true and  
faithful translation of its original.  
*Patricia Beckerleg*  
PATRICIA BECKERLEG  
Certified Court Interpreter / Translator  
737-792-5224 / 787-399-778

that the final installment of the debt evidenced herein shall be paid on or before August 17, 2007 as stated by deed number 90 of reamortization mortgage loan before Notary Efraín Bermúdez Rivera.-----

In this act, it is stated by the Notary, that the promissory note is partially cancelled with regard to the sum of \$338.14 in which I, the Notary, give faith in Ponce-----Puerto Rico, on August 17, 1998 (signed, with the Notary's mark on it, stamped and paraphed).-----

(Signature)  
Efraín Bermúdez Rivera, Esq.  
# 15 Betances  
Santa Isabel, P.R. 00757  
License 4438  
Tel. 845-3420

Administrative Office of the  
United States Courts  
CERTIFIED TRANSLATION  
I certify that the foregoing is a true  
faithful translation of its original.

Patricia Beckerley  
PATRICIA BECKERLEY  
Certified Court Interpreter / Transla  
787-792-5224 / 787-399-7788

Note: stamped with the seal of the Attorney-Notary, Efraín Bermúdez Rivera.

43-01

"EL IMPORTE DE ESTE PAGARE Y LA HIPOTECA QUE LO GARANTIZA, HA SIDO AMPLIADO Y REAMORTIZADO AL 17 de AGOSTO DE 1998. DIO UN SALDO DEUDOR MONTANTE A TRECE MIL SETECIENTOS CINCUENTA Y NUEVE DOLARES CON CUARENTA Y NUEVE CENTAVOS (\$13,759.49) DE PRINCIPAL, Y SETECIENTOS VEINTIDOS DOLARES CON TREINTA Y SIETE CENTAVOS (\$722.37) DE INTERESES CAPITALIZABLES, QUE DEVENGARAN INTERESES A RAZON DE UN TRES PUNTO SETENTA Y CINCO (3.75%) POR CIENTO ANUAL, PARA UN TOTAL DE CATORCE MIL CUATROCIENTOS OCHENTA Y UN DOLARES CON OCHENTA Y SEIS CENTAVOS (\$14,481.86) POR HABERSELE DADO UN DIFERIMIENTO HABRA DE SER PAGADA EN LA SIGUIENTE FORMA:

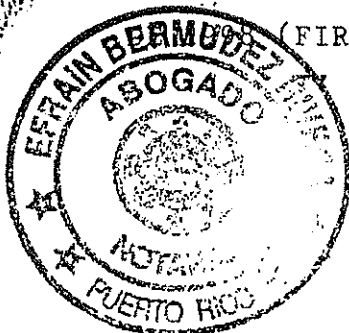
\$1,221.00 EN O ANTES DE 1/1/99

\$1,221.00 EN O ANTES DE 1/1/00

\$1,221.00 EN O ANTES DE 1/1/01

\$1,221.00 EL PRIMERO DE ENERO SUBSIGUIENTE EXCEPTO QUE EL PLAZO FINAL DE LA DEUDA AQUI EVIDENCIADA SE HARA EN O ANTES DEL 17 de AGOSTO DEL 2014 SEGUN CONSTA DE LA ESCRITURA NUMERO 90 DE REAMORTIZACION PRESTAMO HIPOTECARIO ANTE EL NOTARIO EFRAIN BERMUDEZ RIVERA. -----

EN ESTE ACTO SE HACE CONSTAR POR EL NOTARIO QUE SE CANCELA PARCIALMENTE EL PAGARE EN CUANTO A LA SUMA DE \$338.14 DE LA QUE YO EL NOTARIO DOY FE EN PONCE-----, PUERTO RICO, A 17 DE AGOSTO (FIRMADO, SIGNADO, RUBRICADO Y SELLADO). -----



**LC. EFRAIN BERMUDEZ RIVERA**  
Betances 15  
Santa Isabel, P.R. 00757  
Colegiado 4438  
845-3420

NUM. RD CUARENTAY CINCO  
NUMBER FORTY SIX

**HIPOTECA VOLUNTARIA**  
**VOLUNTARY MORTGAGE**

En Juana Díaz, Puerto Rico a cinco (5) de abril de mil novecien-  
tos noventa y cinco (1995).  
Juana Díaz, Puerto Rico at five (5) days of April of  
nineteen hundred ninety five (1995).

-----  
**ANTE MI**  
**BEFORE ME**

-----  
**EFRAIN BERMUDEZ RIVERA**

Abogado y Notario Público de la Isla de Puerto Rico con residencia en  
Attorney and Notary Public for the Island of Puerto Rico, with residence in

Santa Isabel, ----- y oficina en Santa Isabel, ----- Puerto Rico.  
and office in

-----  
**COMPARECEN**  
**APPEAR**

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-  
The persons named in paragraph TWELFTH of this mortgage

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales  
hereinafter called the "mortgagor" and whose personal circumstances

aparecen de dicho párrafo.  
appear from said paragraph.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos  
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their

de su edad, estado civil, profesión y vecindad.  
statements which I believe to be true of their age, civil status, profession and residence.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración  
They assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-  
of their property, and they have, in my judgment, the necessary legal capacity to grant this

miento.  
voluntary mortgage.

-----  
**EXPONEN**  
**WITNESSETH:**

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el  
FIRST: That the mortgagor is the owner of the farm or farms described in

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas.  
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same

denominada de aquí en adelante "los bienes".  
hereinafter referred to as "the property".

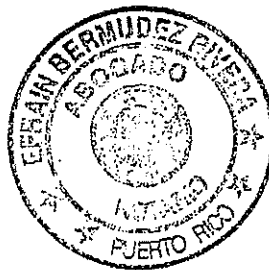
SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que  
SECOND: That the property mortgaged herein is subject to the liens

se especifican en el párrafo UNDECIMO.  
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de  
THIRD: That the mortgagor has become obligated to the United States

América, actuando por conducto de la Administración de Hogares de Agriculto-  
of America, acting through the Farmers Home Administration,

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con  
hereinafter called the "mortgagee" in connection with





un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-  
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por  
hereinafter called "the note" whether one or more. It is required by

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de  
the Government that additional monthly payments of one-twelfth of the

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se  
taxes, assessments, insurance premiums and other charges

hayan estimado sobre la propiedad hipotecada.  
estimated against the property.

CUARTO: Se sobreentiende que:  
FOURTH: It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la  
(One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la inten-  
principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y  
that the mortgagee, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno  
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One

consolidando la Administración de Hogares de Agricultores o el Título Quinto de  
consolidating the Farmers Home Administration or Title Five of

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.

das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede  
(Two) When payment of the note is guaranteed by the mortgagee

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el  
it may be assigned from time to time and each holder of the insured note, in turn,

prestamista asegurado.  
will be the insured lender.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-  
(Three) When payment of the note is insured by the mortgagee, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con  
mortgagee will execute and deliver to the insured lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-  
with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré.  
and interest.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagee,

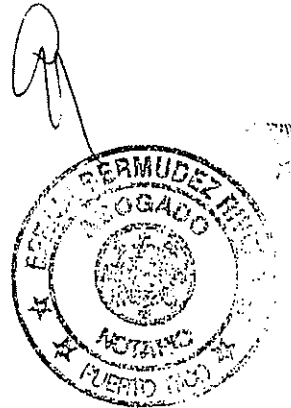
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,  
the mortgagee by agreement with the insured lender

determinarán en el endoso de seguro la porción del pago de intereses del pagaré  
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "carga anual".  
ments on the note, to be designated the "annual charge".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-  
(Five) A condition of the insurance of payment of the note will be that the holder

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-  
will forego his rights and remedies against the mortgagor and any



Forma FmHA 1927-1(S) PR  
(Rev. 6-93)



quiera otros en relación con dicho préstamo así como también a los beneficios  
others in connection with said loan, as well as any benefits

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento  
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de  
mortgagee's request will assign the note to the mortgagee should the mortgagee

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en  
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.  
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo  
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en  
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca  
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-  
shall secure payment of the note; but when the note is held by an insured

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte  
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,  
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario  
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-  
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.  
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré  
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-  
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del  
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-  
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho  
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y  
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-  
(b) at all times when the note is held by an insured lender, in guarantee

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí  
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario  
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-  
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-  
insurance endorsement by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el  
event and at all times whatsoever, in guarantee of the additional amounts specified in

subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el  
 subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí  
 performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por  
 contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre  
 hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los  
 the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes  
 interests easements, hereditaments and appurtenances thereto belonging,

y los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e  
 the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en  
 income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,  
 later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a  
 all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario  
 the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación  
 by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre  
 partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta  
 therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y  
 all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.  
 after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses  
 In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el ac-  
 thereon before and after maturity until paid, losses sustained by the

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual-  
 mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor  
 other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,  
 with interest until repaid to the mortgagee, costs, expenses and

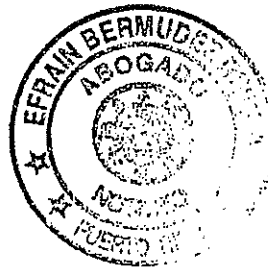
gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-  
 attorney's fees of the mortgagee all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma  
 said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.  
 amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:  
 SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda  
 (One) To pay promptly when due any indebtedness



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*[Handwritten signature]*



aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario  
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el  
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor  
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación  
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los  
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-  
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos  
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor  
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido  
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.  
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído  
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada  
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto  
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.  
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-  
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del tres punto setenta y cinco  
subparagraph shall bear interest at the rate of three point seventy five

por ciento ( 3.75% o/o)  
per cent ( 3.75% o/o)

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor  
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.  
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-  
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-  
liens and other claims for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber  
or for taxes or assessments or other similar charges by reason of the

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón  
mortgagor's failure to pay the same, shall bear interest at the rate-----

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos  
stated in the next preceding subparagraph from the date of the advance-----

hasta que los mismos sean satisfechos por el deudor hipotecario.  
until repaid to the mortgagee-----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-  
(Five) All advances made by mortgagee as described in this mortgage-----

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-  
with interest, shall be immediately due and payable by the mortgagor-----

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio  
to mortgagee without demand at the-----

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto  
place designated in the note and shall be guaranteed hereby. No such advance-----

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación  
by mortgagee shall relieve the mortgagor from breach of his covenant-----

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los  
to pay. Such advances, with interest shall be repaid from the-----

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo  
first available collections received from mortgagor. Otherwise, any payments-----

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier  
payment made by mortgagor may be applied on the note or any-----

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor  
indebtedness to mortgagee secured hereby, in any order mortgagee-----

hipotecario determinare.  
determines-----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para  
(Six) To use the loan evidenced by the note solely-----

los propósitos autorizados por el acreedor hipotecario.  
for purposes authorized by mortgagee-----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-  
(Seven) To pay when due all taxes, special assessments, liens-----

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-  
and charges encumbering the property or the right or interest of mortgagee-----

tecario bajo los términos de esta hipoteca.  
under the terms of this mortgage-----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-  
(Eight) To procure and maintain insurance against fire and other hazards as required-----

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-  
by mortgagee on all existing buildings and improvements on the pro-----

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y  
perty and on any buildings and improvements put there on in the future. The insurance against-----

otros riesgos serán en la forma y por las cantidades, términos y condiciones que  
fire and other hazards will be in the form and amount and on terms and conditions-----

aprobare el acreedor hipotecario.  
approved by mortgagee-----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las  
(Nine) To keep the property in good condition and promptly make all-----

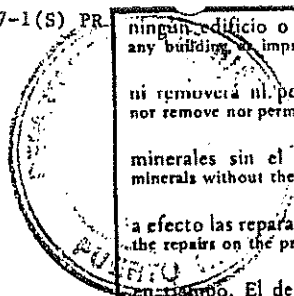
reparaciones necesarias para la conservación de los bienes; no cometerá ni per-  
necessary repairs for the conservation of the property; he will not commit nor-----

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá  
permit to be committed any deterioration of the property; he will not remove nor demolish-----





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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,  
any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros  
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará  
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo  
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación  
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en  
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.  
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-  
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor  
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como  
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a  
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-  
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.  
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la  
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con  
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos  
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.  
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el  
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía  
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-  
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-  
disclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del  
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.  
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión  
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará  
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,  
mortgagee of such action, and mortgagee at its option





podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus  
may institute the necessary proceedings in defense of its

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos  
interest, and any costs or expenditures incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán  
proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria  
by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos.  
for advances, expenditures and other payments.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente  
(Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonará los bienes o voluntariamente se los entregase al acre-  
should abandon the property or voluntarily deliver it to mortgagee,

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-  
mortgagor is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar  
to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los  
the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda eviden-  
costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,  
by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.  
in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor  
(Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para produc-  
may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un  
a Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósitos  
rate of interest and reasonable periods of time and purposes,

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará  
mortgagor, at mortgagee's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-  
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.  
purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas  
(Sixteen) Should default occur in the performance or discharge of any obligation secured

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como  
by this mortgage, or should mortgagor, or any one of the persons herein called

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera  
mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido  
with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado  
or in any supplementary agreement, or die or be declared an

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acre-  
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of



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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,-----

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,-----

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is-----

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to-----

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness-----

de esta hipoteca hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgage secured hereby, immediately due and payable and-----

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)-----

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the-----

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as-----

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,-----

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property-----

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)-----

de solicitar la protección de la ley.----- request the protection of the law.-----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee-----

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements-----

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including-----

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and-----

rarios de abogado.----- attorney's fees.-----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and-----

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement-----

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligation herein set forth, and without affecting the liability-----

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness-----

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of-----

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at-----

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli- any time (one) waive the performance of any covenant or obligation-----

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)-----

negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier  
deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el  
indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-  
consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-  
an insured lender) or for payment of any indebtedness to mortgagee

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-  
hereby secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o  
part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre  
postponement of this mortgage to any other lien over

dichos bienes.  
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,  
(Nineteen) All right, title and interest in or to this mortgage,

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones  
including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el  
subordinations, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-  
mortgagee, and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.  
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-  
(Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída  
other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-  
or insured by mortgagee and executed or assumed by mortgagor,

tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía  
and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca.  
constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será  
(Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y  
be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,  
and shall be addressed until some other address is designated in a notice so given,

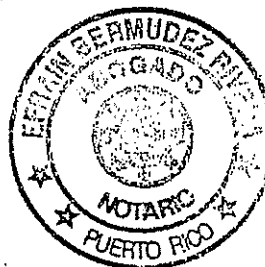
en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,  
in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el  
United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se  
case of mortgagor to him at the post office address of his residence as stated

especifica más adelante.  
hereinafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario  
(Twenty-Two) Mortgagor by these presents grants to mortgagee





use of the property or any part thereof as well as the amount of any judgment-----  
 por daños causados a los bienes. El acreedor hipotecario aplicará el importe así  
 for damages caused to the property. The mortgagee will apply the amount so-----  
 recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del  
 received to the payment of costs incurred in its collection and the balance to the payment-----  
 pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta  
 of the note and any indebtedness to the mortgagee secured by this-----  
 hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.-----  
 mortgage, and if any amount then remains, will pay such amount to mortgagor,-----  
 SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso  
 SEVENTH: That for the purpose of the first sale to be held in case-----  
 de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen-  
 of foreclosure of this mortgage, in conformity with the mortgage law, as amended,-----  
 dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma  
 mortgagor does hereby appraise the mortgaged property in the amount-----  
 de CATORCE MIL OCHOCIENTOS VEINTE DOLARES -----  
 of FOURTEEN THOUSAND EIGHT HUNDRED TWENTY DOLLARS -----  
 OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-  
 EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be-----  
 miento y se considerará en mora sin necesidad de notificación alguna por parte  
 considered in default without the necessity of any notification of default or demand for pay-  
 del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-  
 ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the-----  
 ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,  
 Farmers Home Administration now in effect, and to its future regulations-----  
 no inconsistentes con los términos de esta hipoteca, así como también sujeta a  
 not inconsistent with the provisions of this mortgage, as well as to the-----  
 las leyes del Congreso de Estados Unidos de America que autorizan la asignación  
 laws of the Congress of the United States of America authorizing the making and-----  
 y aseguramiento del préstamo antes mencionado.-----  
 insuring of the loan hereinbefore mentioned.-----  
 NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:-----  
 NINTH: The amounts guaranteed by this mortgage are as follows:-----  
 Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de  
 One. At all times when the note mentioned in paragraph THIRD of-----  
 esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor  
 this mortgage is held by mortgagee, or in the event mortgagee-----  
 hipotecario cedere esta hipoteca sin asegurar el pagaré: CATORCE MIL OCHOCIENTOS  
 should assign this mortgage without insurance of the note, FOURTEEN THOUSAND EIGHT  
 VEINTE ----- DOLARES (\$ 14,820.00 )  
 HUNDRED TWENTY ----- DOLLARS (\$ 14,820.00 )  
 el principal de dicho pagaré, con sus intereses según estipulados a razón del  
 the principal amount of said note, together with interest as stipulated therein at the rate of  
 tres punto setenta y cinco ----- por ciento ( 3.75 o/o) anual;  
 three point seventy five ----- per cent ( 3.75 o/o) per annum;

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:  
Two. At all times when said note is held by an insured lender:

(A) CATORCE MIL OCHOCIENTOS VEINTE \_\_\_\_\_  
(A) FOURTEEN THOUSAND EIGHT HUNDRED TWENTY \_\_\_\_\_  
DOLARES (\$14,820.00) —  
DOLLARS (\$14,820.00) —

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado  
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según  
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO.  
specified in the note, with interest as stated in paragraph SIXTH.

Tercero; \_\_\_\_\_  
Three; \_\_\_\_\_

(B) VEINTIDOS MIL DOSCIENTOS TREINTA DOLARES \_\_\_\_\_  
(B) TWENTY TWO THOUSAND TWO HUNDRED THIRTY \_\_\_\_\_  
DOLARES (\$ 22,230.00) —  
DOLLARS (\$ 22,230.00) —

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda  
for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.  
sustain under its insurance of payment of the note;

Tres. En cualquier caso y en todo tiempo; \_\_\_\_\_  
Three. In any event and at all times whatsoever: \_\_\_\_\_

(A) CINCO MIL NOVECIENTOS VEINTIOCHO \_\_\_\_\_  
(A) FIVE THOUSAND NINE HUNDRED TWENTY EIGHT DOLLARS \_\_\_\_\_

(\$ 5,928.00 — ) para intereses después de mora: \_\_\_\_\_  
(\$ 5,928.00 — ) for default interest: \_\_\_\_\_

(B) DOS MIL NOVECIENTOS SESENTA Y CUATRO DOLARES \_\_\_\_\_  
(B) TWO THOUSAND NINE HUNDRED SIXTY FOUR DOLLARS \_\_\_\_\_

( 2,964.00 — ) para contribuciones, seguro y otros adelantos para la con-  
( 2,964.00 — ) for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo  
and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO, Tercero; \_\_\_\_\_  
SIXTH, Three; \_\_\_\_\_

(C) MIL CUATROCIENTOS OCHENTA Y DOS DOLARES \_\_\_\_\_  
(C) ONE THOUSAND FOUR HUNDRED EIGHTY TWO DOLLARS \_\_\_\_\_

(\$ 1,482.00 — ) para costas, gastos y honorarios de abogado en caso  
(\$ 1,482.00 — ) for costs, expenses and attorney's fees in case

de ejecución; \_\_\_\_\_  
of foreclosure: \_\_\_\_\_

(D) MIL CUATROCIENTOS OCHENTA Y DOS DOLARES \_\_\_\_\_  
(D) ONE THOUSAND FOUR HUNDRED EIGHTY TWO DOLLARS \_\_\_\_\_

(\$ 1,482.00 — ) para costas y gastos que incurriere el acreedor hipoteca-  
(\$ 1,482.00 — ) for costs and expenditures incurred by the mortgagee in

rio en procedimientos para defender sus intereses contra cualquier persona que inter-  
proceedings to defend its interests against any other person interfering with

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según  
or contesting the right of possession of mortgagor to the property as

se consigna en el párrafo SEXTO, Trece. \_\_\_\_\_  
provided in paragraph (SIXTH, Thirteen.



of this mortgage is (are) described as follows:-----

Pagaré otorgado en el caso número sesentitres raya treintitres raya -----  
 Promissory note executed in case number sixty three dash thirty three dash -----  
 cinco ochentiuono sesentay siete veintidos treintiuno -----  
 five eighty one sixty seven twenty two thirty one -----  
 63-33-581672231 ----- fechado el día cinco -----  
 63-33-581672231 ----- dated the five (5) -----

de abril ----- de mil novecientos -----  
 day of April ----- nineteen hundred and -----

noventa y cinco (1995) ----- por la suma de Catorce Mil Ochocientos -----  
 ninety five (1995) ----- in the amount of Fourteen Thousand -----

Ochocientos veinte ----- dólares de principal más -----  
 Eight Hundred Twenty Dollars ----- of principal plus -----

intereses sobre el balance del principal adeudado a razón del tres punto setenta -----  
 interest over the unpaid balance at the rate of three point seventy five -----

y cinco ----- { 3.75% } por ciento anual, -----  
 ----- { 3.75% } percent per annum, -----

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-  
 untill the principal is totally paid according to the terms, installments, -----

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos  
 conditions and stipulation contained in the promissory note and as agreed -----

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí  
 between the borrower and the Government, except that the final installment of the -----

representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero  
 entire debt herein evidenced, if not sooner paid, will be due -----

a los veinte (20) años -----  
 and payable twenty (20) years -----

años de la fecha de este pagaré.-----  
 years from the date of this promissory note.-----

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el  
 Said promissory note is given as evidence of a loan made by the -----

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados  
 Government to the borrower pursuant to the law of the Congress of the United -----

Unidos de América denominada "Consolidated Farm and Rural Development Act  
 States of America known as "Consolidated Farm and Rural Development Act -----

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según  
 of 1961" or pursuant to "Title V of the Housing Act of 1949, as -----

han sido enmendadas y está sujeto a los presentes reglamentos de la Administración  
 amended, and is subject to the present regulations of the Farmers -----

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha  
 Home Administration and to its future regulations not inconsistent with the -----

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.-----  
 express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.-----

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se  
 ELEVENTH: That the property object of this deed and over which -----

constituye Hipoteca Voluntaria, se describe como sigue:-----  
 voluntary mortgage is constituted, is described as follows:-----



— RUSTICA: Radicada en el Barrio Anón del término municipal —  
 le Ponce, Puerto Rico, compuesta de cincuenta y tres cuerdas con  
 ochocientos cuarenta y una milésimas de otra (53.841), equivalentes  
 a veintiuna (21) hectáreas, dieciseis (16) áreas, diecisiete (17)  
 centiáreas y veinte (20) centésimas de otra; en lindes por el NORTE,  
 con las parcelas número seis y ocho de la finca principal vendidas  
 a Ruperto Bonilla y Luis Rivera González respectivamente; por el —  
 SUR, con terrenos de Eulalio Rosaly y terrenos de la Sucesión —  
 Feliciano Román, por el ESTE, con la parcela número ocho de la finca  
 vendida a Luis Rivera González y terrenos de la Sucesión Rafael Toro  
 Landía y por el OESTE, con la parcela número cinco de la finca ven-  
 dida a Antonio Méndez Reyes y su parte con la Sucesión Feliciano —  
 Román.

— Inscrita al folio veinticinco (25) del tomo quinientos cincuenta  
 (550) de Ponce II, finca 16,685, inscripción sexta (6ta.) —

Adquirió el prestatario la descrita finca por compra a la Sucesión de María  
 Borrower acquired the described property by Collazo Ortiz

según consta de la Escritura Número ciento tres (103)  
 pursuant to Deed Number one hundred three (103)

de fecha veintiseis (26) de octubre de mil novecientos noventidos  
 dated (1992)  
 twenty six (26) of October of nineteen hundred ninety two (1992) —

otorgada en la ciudad de Santa Isabel, Puerto Rico  
 executed in the city of

ante el Notario Efraín Bermúdez Rivera  
 before Notary

Dicha propiedad se encuentra Afecta a varias hipotecas  
 Said property is

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-  
 TWELFTH: The parties appearing in the present deed as Mortgagees

carlos NELSON MARTINEZ COLLAZO, seguro social y DOÑA  
 are NERIS IVELISSE VAZQUEZ MALDONADO, seguro social mayores

de edad, casados entre sí, Agricultor él, ama de casa ella y —  
 vecinos de Ponce, Puerto Rico.  
 cuya dirección postal es:  
 whose postal address is:

Barrio Anón  
 Ponce, P.R.

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado  
 THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used



Forma FmHA 1927-1(S) PR  
(Rev. 6-93)

ACEPTACION  
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.  
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)  
So they say and execute before me, the authorizing Notary, the appearing party (parties)

sin requerir la presencia de testigos después de renunciar su derecho a ello del que  
without demanding the presence of witnesses after waiving his (their) right to do so of which  
le(s) advertí.  
I advised him (them).

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party(parties) he (they) ratify its

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura  
contents, place(s) his (their) initials on each of the folios of this deed

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY  
including the last one, and all sign before me, the authorizing Notary who GIVES

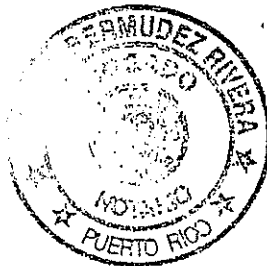
FE de todo el contenido de esta escritura.  
FAITH to everything contained in this deed.

FIRMADO: NELSON MARTINEZ COLLAZO y NERIS IVELISSE VAZQUEZ MALDO-  
NADO.

Firmado, signado, sellado y rubricado: EFRAIN BERMUDEZ RIVERA. ( Hay Cancelados los sellos de Rentas Internas correspondientes y el sello del Colegio de abogados y escritas las iniciales de los otorgantes todo de acuerdo con la ley.)

Concuerda bien y fielmente con la escritura matriz que bajo el número radicado obra en el protocolo de instrumentos públicos de esta notaría a mi cargo, a que me remito. Y en fe de ello y para entregar a uno de los otorgantes expido la presente primera copia que firmo, signo, sello y rubrico en Guana Díaz Puerto Rico el mismo día de su otorgamiento.

ABOGADO - NOTARIO



## NOTIFIQUESE AL NOTARIO

Lado. Ruiz Bernués  
 Dirección véase al frente  
 Teléfono Betara #15 (alta)  
Sta. Isabel, P.R.  
 NOMBRE DEL PRESENTANTE  
donna Nilda Bernués  
 Dirección \_\_\_\_\_  
 Teléfono \_\_\_\_\_

REGISTRO DE LA PROPIEDAD DE PONCE			
SECCION II			
Presentado a la (s)	<u>10:56</u>	de la	<u>Marina</u>
Asiento Núm.	<u>490</u>	del tomo-diario	<u>121</u>
Ders: Un sello de 50¢	Núm.		
Un comprobante de \$1.00	Núm.		
comprobante de \$	Núm.		
comprobante de \$	Núm.		
Total Ders.	\$	<u>Sin Derechos</u>	
Ponce, P. R.,	<u>7</u>	de	<u>abril</u>
			de <u>1995</u>
Registrador (s)			

Inscrito al:

Salis: 37040

Loma: (550)

Sinca: 16,685

Inac: 15

(Ponce a 11 de abril de 1995) digo

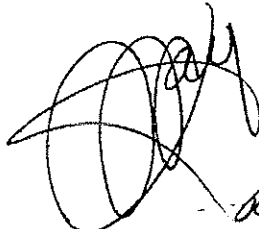

Derechos: Sin derechos.

Cargas: afecta a serv. de pas. de clas.

Hipotecas a favor de los  
 E.U. de América por \$18,500.00  
 y por \$10,000.00, hipoteca a  
 favor de la Corp. de Crédito  
 y Desarrollo Comercial y  
 Agrícola de P.R. por \$10,000.00,  
 e hipoteca que por este documento  
 se constituye.

Ponce a 11 de abril de 1995.

Sin derechos

  
 Registrador 



Stamped:

Administrative Office of the  
United States Courts  
CERTIFIED TRANSLATION  
I certify that the foregoing is a true and  
faithful translation of its original.

Patricia Beckerleg  
PATRICIA BECKERLEG  
Certified Court Interpreter / Translator  
787-792-5224 / 787-399-7786

Notify Attorney Efraín Bermúdez  
Address: (See front)  
# 15 Betances (2<sup>nd</sup> floor), Santa Isabel, P.R.  
Telephone:  
Name of the Presenter: Mrs. Nilda Bermúdez  
Address:  
Telephone:

Ponce Property Registry  
Section II

Presented at 10:56 in the morning  
Entry number 490 of daily record book 121  
Fees: A .50 stamp number \_\_\_\_\_  
A voucher of \$1.00 no. \_\_\_\_\_  
A voucher of \$\_\_\_\_ No. \_\_\_\_\_  
A voucher of \$\_\_\_\_ no. \_\_\_\_\_  
Total fees: \$\_\_\_\_ Without fees \_\_\_\_\_  
In Ponce, P.R., on April 7, 1995.

\_\_\_\_\_  
Registrar

Note: The page has the seal of the Property Registry stamped on it, although it's not too clear.

Handwritten note:

Registered on:

Page: back side of 37

Book (550)

Property: 16,685

Registration: 15

(Ponce, on April 11, 1995), I say,

Fees: Without fees.

Charges: Encumbered by right of way, by two mortgages in favor of the U.S.A. for \$18,500.00 and for \$10,000.00, mortgage in favor of the Corporación de Crédito y Desarrollo Comercial y Agrícola de Puerto Rico for \$10,000.00 and mortgage constituted by this document.

Ponce, on April 11, 1995.

Without fees.

(signature of the Registrar) - EMR or A initials

Administrative Office of  
United States Courts  
CERTIFIED TRANSLATION  
I certify that the foregoing is a true  
faithful translation of its original

*Patricia Beckerle*  
PATRICIA BECKERLE  
Certified Court Interpreter / Tr.  
787-792-5224 / 787-398

USDA-FmHA  
Form FmHA 1940-17  
(Rev. 4-92)

# PROMISSORY NOTE

Name <b>NELSON MARTINEZ COLLAZO</b>		<b>KIND OF LOAN</b> Type: <u>EM</u> <input type="checkbox"/> Regular <input type="checkbox"/> Limited Resource  Pursuant to: <input type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State <b>PUERTO RICO</b>	County <b>PONCE</b>	
Case No. <b>63-033-581-67-2231</b>	Date <b>DECEMBER 11, 1998</b>	
Fund Code <b>43</b>	Loan No. <b>07</b>	

<b>ACTION REQUIRING NOTE</b> <input type="checkbox"/> Initial loan <input type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down	
---	--

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in PONCE, PUERTO RICO

\_\_\_\_\_ or at such other place as the Government may later designate in writing, the principal sum of ONE HUNDRED TWENTY NINE THOUSANDS dollars (\$ 129,000.00), plus interest on the unpaid principal balance at the RATE of THREE AND THREE QUARTERS percent (03.7500 %) per annum and \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 31 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>292.00</u>	on <u>01/01/99</u>	\$ <u>7,373.00</u>	on <u>01/01/00</u>
\$ <u>7,373.00</u>	on <u>01/01/01</u>	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	\$ <u>N/A</u>	on _____

and \$ 7,373.00 thereafter on 01/01 of each YEAR until the

principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 30 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.



For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s)(new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

**REFINANCING (GRADUATION) AGREEMENT:** If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

**HIGHLY ERODIBLE LAND / WETLAND CONSERVATION AGREEMENT** Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

**DEFAULT:** Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

*Nelson Martinez Collazo*

NELSON MARTINEZ-COLLAZO

(Borrower)

*Nery Ivelisse Vazquez Maldonado*

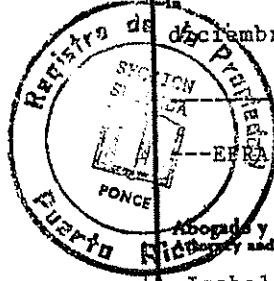
NERIS IVELISSE VAZQUEZ MALDONADO C/P NELLY IVELISSE VAZQUI MALDONADO C/P NERIS IVELISSE VAZQUEZ C/P IVELISSE VAZQUEZ MALDONADO

BOX 439, COTO LAUREL, PR 00780

# RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 129,000.00	12/11/98	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$129,000.00	

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NUMERO CIENTO TREINTA Y SEIS  
NUMBER

HIPOTECA VOLUNTARIA  
VOLUNTARY MORTGAGE

En Ponce, Puerto Rico, a los once (11) días del mes de  
diciembre de mil novecientos noventa y ocho (1998).---

ANTE MI  
BEFORE ME

EFRAÍN BERMUDEZ RIVERA,---

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Santa  
Attorney and Notary Public for the Island of Puerto Rico, with residence in Santa Isabel---

Isabel----- y oficina en Santa Isabel-----  
and office in Santa Isabel----- Puerto Rico.

COMPARECEN  
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-  
The persons named in paragraph TWELFTH of this mortgage---

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales  
hereinafter called the "mortgagor" and whose personal circumstances---

aparecen de dicho párrafo.  
appear from said paragraph.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos  
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their---

de su edad, estado civil, profesión y vecindad.  
statements which I believe to be true of their age, civil status, profession and residence.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración  
They assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-  
of their property, and they have, in my judgment, the necessary legal capacity to grant this---

miento.  
voluntary mortgage.

EXPONEN  
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el  
FIRST: That the mortgagor is the owner of the farm or farms described in---

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas.  
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same---

denominada de aquí en adelante "los bienes".  
hereinafter referred to as "the property".

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que  
SECOND: That the property mortgaged herein is subject to the liens

se especifican en el párrafo UNDECIMO.  
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de  
THIRD: That the mortgagor has become obligated to the United States---

América, actuando por conducto de la Administración de Hogares de Agriculto-  
of America, acting through the Farmers Home Administration,---

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con  
hereinafter called the "mortgagee" in connection with---

un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-  
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-----

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por  
hereinafter called "the note" whether one or more, it is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de  
the Government that additional monthly payments of one-twelfth of the-----

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se  
taxes, assessments, insurance premiums and other charges-----

hayan estimado sobre la propiedad hipotecada.  
estimated against the property.-----

CUARTO: Se sobreentiende que:-----  
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la  
(One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-  
principal amount specified therein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y  
that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno  
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-----

consolidando la Administración de Hogares de Agricultores o el Título Quinto de  
consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.-----

das.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede  
(Two) When payment of the note is guaranteed by the mortgagee-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el  
it may be assigned from time to time and each holder of the insured note, in turn,-----

prestamista asegurado.  
will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acre-  
(Three) When payment of the note is insured by the mortgagee, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con  
mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-  
with the note an insurance endorsement insuring the payment of the note fully as to principal-----

tereses de dicho pagaré.  
and interest.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagee,-----

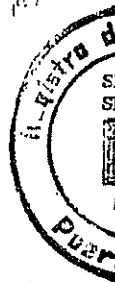
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,  
the mortgagee by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré  
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-  
-----

que será designada como "cargo anual".  
ments on the note, to be designated the "annual charge".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-  
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-  
will forgo his rights and remedies against the mortgagor and any-----



*[Handwritten signature]*

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quiera otros en relación con dicho préstamo así como también a los beneficios  
others in connection with said loan, as well as any benefit

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento  
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de  
mortgagee's request will assign the note to the mortgagee should the mortgagee

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en  
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.  
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo  
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en  
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca  
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-  
shall secure payment of the note; but when the note is held by an insured

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte  
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,  
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario  
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-  
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.  
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré  
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-  
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del  
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-  
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho  
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y  
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-  
(b) at all times when the note is held by an insured lender, in guarantee

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí  
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario  
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-  
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-  
insurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el  
event and at all times whatsoever, in guarantee of the additional amounts specified in



subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el  
subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí  
performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por  
contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre  
hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los  
the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes  
interests easements, hereditaments and appurtenances thereto belonging.

y los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e  
the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en  
income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,  
later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a  
all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario  
the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación  
by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre  
partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta  
therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y  
all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.  
after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses  
In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el ac-  
thereon before and after maturity until paid, losses sustained by the

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual-  
mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor  
other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,  
with interest until repaid to the mortgagee, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-  
attorney's fees of the mortgagee all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma  
said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.  
amounts as specified in paragraph NINTH hereof.

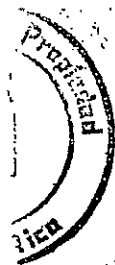
SEXTO: El deudor hipotecario expresamente conviene lo siguiente:  
SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda  
(One) To pay promptly when due any indebtedness





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*[Handwritten signature]*

aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario  
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any  
bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el  
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor  
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación  
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los  
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-  
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos  
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor  
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido  
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.  
referred to in paragraph FOURTH herof for the account of the mortgagor,

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído  
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada  
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto  
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.  
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-  
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del TRES PUNTO SETENTA Y CINCO--  
subparagraph shall bear interest at the rate of THREE POINT SEVENTY FIVE--

por ciento ( 3.75 % )  
per cent ( 3.75 % )

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor  
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.  
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-  
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-  
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber  
or for taxes or assessments or other similar charges by reason of the

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón  
mortgagor's failure to pay the same, shall bear interest at the rate-----

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos  
stated in the next preceding subparagraph from the date of the advance-----

hasta que los mismos sean satisfechos por el deudor hipotecario.  
until repaid to the mortgagee.-----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-  
(Five) All advances made by mortgagee as described in this mortgage,-----

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-  
with interest, shall be immediately due and payable by the mortgagor-----

otecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sirio  
to mortgagee without demand at the-----

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto  
place designated in the note and shall be guaranteed hereby. No such advance-----

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación  
by mortgagee shall relieve the mortgagor from breach of his covenant-----

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los  
to pay. Such advances, with interest shall be repaid from the-----

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo  
first available collections received from mortgagor. Otherwise, any payments-----

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier  
payment made by mortgagor may be applied on the note or any-----

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor  
indebtedness to mortgagee secured hereby, in any order mortgagee-----

hipotecario determinare.  
determines.-----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para  
(Six) To use the loan evidenced by the note solely-----

los propósitos autorizados por el acreedor hipotecario.  
for purposes authorized by mortgagee.-----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-  
(Seven) To pay when due all taxes, special assessments, liens-----

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-  
and charges encumbering the property or the right or interest of mortgagee-----

otecario bajo los términos de esta hipoteca.  
under the terms of this mortgage.-----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-  
(Eight) To procure and maintain insurance against fire and other hazards as required-----

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-  
by mortgagee on all existing buildings and improvements on the pro-----

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y  
perty and on any buildings and improvements put there on in the future. The insurance against

otros riesgos serán en la forma y por las cantidades, términos y condiciones que  
fire and other hazards will be in the form and amount and on terms and conditions-----

aprobare el acreedor hipotecario.  
approved by mortgagee.-----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las  
(Nine) To keep the property in good condition and promptly make all-----

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-  
necessary repairs for the conservation of the property; he will not commit nor-----

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá  
permit to be committed any deterioration of the property; he will not remove nor demolish



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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca.  
any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros  
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará  
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo  
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación  
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en  
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.  
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-  
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor  
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como  
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a  
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-  
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.  
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la  
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con  
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos  
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.  
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el  
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía  
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-  
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-  
disclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del  
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.  
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión  
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará  
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,  
mortgagee of such action, and mortgagee at its option

podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus  
 may institute the necessary proceedings in defense of its

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos  
 interest, and any costs or expenditures incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán  
 proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria  
 by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos.  
 for advances, expenditures and other payments.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente  
 (Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonar los bienes o voluntariamente se los entregase al acree-  
 should abandon the property or voluntarily deliver it to mortgagee,

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-  
 mortgagee is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar  
 to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los  
 the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda eviden-  
 costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,  
 by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.  
 in what ever order and manner mortgagee may determine,

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor  
 (Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para produc-  
 may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un  
 a Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósitos  
 rate of interest and reasonable periods of time and purposes,

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará  
 mortgagor, at mortgagee's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-  
 said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.  
 purchase any necessary shares of stock in the cooperative agency in regard to said loan,

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas  
 (Sixteen) Should default occur in the performance or discharge of any obligation secured

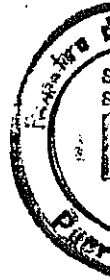
por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como  
 by this mortgage, or should mortgagor, or any one of the persons herein called

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera  
 mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido  
 with any clause, condition, stipulation, covenant, or agreement contained herein,

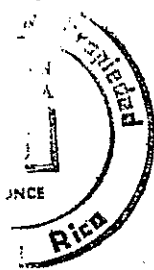
o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado  
 or in any supplementary agreement, or die or be declared an

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acre-  
 incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of



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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,-----

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,-----

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is-----

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to-----

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness-----

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and-----

proceder a su ejecución de acuerdo con la ley y los términos de la misma: (Dos) to foreclose this mortgage in accordance with law and the provisions hereof: (Two)-----

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the-----

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as-----

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,-----

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property-----

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)-----

de solicitar la protección de la ley.----- request the protection of the law.-----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee-----

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements-----

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including-----

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and-----

rarios de abogado.----- attorney's fees.-----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and-----

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement-----

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligation herein set forth, and without affecting the liability-----

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness-----

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of-----

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered to-----

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli- any time (one) waive the performance of any covenant or obligation-----

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement: (two)-----



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier  
deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el  
indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-  
consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-  
an insured lender) or for payment of any indebtedness to mortgagee

rio, y aquí garantizada; o (tres) otorgar y entregar cancelaciones parciales de cual-  
hereby secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o  
part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre  
postponement of this mortgage to any other lien over

dichos bienes.  
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,  
(Nineteen) All right, title and interest in or to this mortgage,

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones  
including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el  
subordinations, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-  
mortgagee, and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.  
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-  
(Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída  
other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-  
or insured by mortgagee and executed or assumed by mortgagor,

tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía  
and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca.  
constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será  
(Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y  
be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,  
and shall be addressed until some other address is designated in a notice so given,

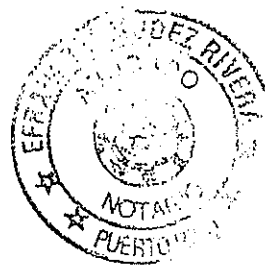
en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,  
in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el  
United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se  
case of mortgagor to him at the post office address of his residence as stated

especifica más adelante.  
hereinafter,

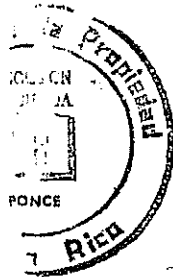
(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario  
(Twenty-Two) Mortgagor by these presents grants to mortgagee



*[Handwritten signature]*



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el importe de cualquier sentencia obtenido por expropiación forzosa para uso  
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia  
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así  
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del  
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta  
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.  
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso  
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen-  
of foreclosure of this mortgage, in conformity with the mortgage law, as amended.

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma  
mortgagor does hereby appraise the mortgaged property in the amount

de CIENTO VEINTINUEVE MIL DOLARES (\$129,000.00),  
of ONE HUNDRED TWENTYNINE THOUSAND DOLLARS (\$129,000.00)

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-  
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte  
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-  
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,  
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a  
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación  
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.  
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:  
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de  
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor  
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cedere esta hipoteca sin asegurar el pagaré: CIENTO VEINTINUEVE  
should assign this mortgage without insurance of the note, ONE HUNDRED TWENTY

MIL DOLARES (\$129,000.00)  
NINE THOUSAND DOLLARS \$129,000.00

el principal de dicho pagaré, con sus intereses según estipulados a razón del TRES--  
the principal amount of said note, together with interest as stipulated therein at the rate of THREE

PUNTO SETENT Y CINCO por ciento ( 3.75 %/o) anual;  
POINT SEVENTY FIVE per cent ( 3.75 %/o) per annum;

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:  
Two. At all times when said note is held by an insured lender:

(A) CIENTO VEINTINUEVE MIL -----  
(A) ONE HUNDRED TWENTYNINE THOUSAND-----

-----DOLARES (\$ 129,000.00)-----  
-----DOLLARS (\$ 129,000.00)-----

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado  
for indemnifying the mortgagee for advances to the insured lender-----

por motivo del incumplimiento del deudor hipotecario de pagar los plazos segun  
by reason of mortgagor's failure to pay the installments as-----

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO.  
specified in the note, with interest as stated in paragraph SIXTH,-----

Tercero:-----  
Three:-----

(B) CIENTO NOVENTA Y TRES MIL QUINIENTOS-----  
(B) ONE HUNDRED NINETY THREE THOUSAND FIVE HUNDRED-----

-----DOLARES (\$ 193,500.00)-----  
-----DOLLARS (\$ 193,500.00)-----

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda  
for indemnifying the mortgagee further against any loss it might-----

sufrir bajo su seguro de pago del pagaré.  
sustain under its insurance of payment of the note;-----

Tres. En cualquier caso y en todo tiempo:-----  
Three. In any event and at all times whatsoever:-----

(A) VEINTICUATRO MIL CIENTO OCHENTA Y CINCO DOLARES-----  
(A) TWENTY FOUR THOUSAND ONE HUNDRED AND EIGHTY FIVE-----

(\$ 24,185.00 ) para intereses después de mora:-----  
(\$ 24,185.00 ) for default interest:-----

(B) VEINTICINCO MIL OCHOCIENTOS DOLARES-----  
(B) TWENTY FIVE THOUSAND EIGHT HUNDRED DOLLARS-----

( \$25,800.00 ) para contribuciones, seguro y otros adelantos para la con-  
( \$25,800.00 ) for taxes, insurance and other advances for the preservation-----

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo  
and protection of this mortgage, with interest at the rate stated in paragraph-----

SEXTO, Tercero:-----  
SIXTH, Three:-----

(C) DOCE MIL NOVECIENTOS DOLARES-----  
(C) TWELVE THOUSAND NINE HUNDRED DOLLARS-----

(\$ 12,900.00 ) para costas, gastos y honorarios de abogado en caso  
(\$ 12,900.00 ) for costs, expenses and attorney's fees in case-----

de ejecución:-----  
of foreclosure:-----

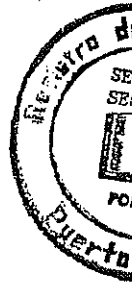
(D) DOCE MIL NOVECIENTOS DOLARES-----  
(D) TWELVE THOUSAND NINE HUNDRED DOLLARS-----

(\$ 12,900.00 ) para costas y gastos que incurriere el acreedor hipoteca-  
(\$ 12,900.00 ) for costs and expenditures incurred by the mortgagee in-----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-  
proceedings to defend its interests against any other person interfering with-----

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según  
or contesting the right of possession of mortgagor to the property as-----

se consigna en el párrafo SEXTO, Trece.-----  
provided in paragraph (SIXTH, Thirteen,-----



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(3)



NMC

NIUM



DECIMO: Que el (los) pagaré a que se hace referencia en el párrafo TERCERO  
TENTH: That the note(s) referred to in paragraph THIRD

de esta hipoteca es (son) descrito(s) como sigue:  
of this mortgage is (are) described as follows:

"Pagaré otorgado en el caso número sesenta y tres raya treinta y  
"Promissory note executed in case number  
tres raya quinientos ochenta y uno raya sesenta y siete  
raya veintidos treinta y uno" (fechado el día once (11)  
dated the eleven) 11=

de diciembre de mil novecientos  
day of diciembre nineteen hundred and ninety

noventa y ocho (1998) por la suma de CIENTO VEINTINUEVE  
eight (1998) in the amount of ONE HUNDRED TWENTY

MIL (\$129,000.00) dólares de principal más  
NINE THOUSAND (\$129,000.00) of principal plus

intereses sobre el balance del principal adeudado a razón del TRES PUNTO  
Interest over the unpaid balance at the rate of THREE POINT SEVENTY FIVE

SETENTA Y CINCO 3.75% por ciento anual,  
SEVENTY AND FIVE 3.75% percent per annum,

hasta tanto su principal sea totalmente satisfecho, según los términos, plazos, condi-  
until the principal is totally paid according to the terms, installments,

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos  
conditions and stipulation contained in the promissory note and as agreed.

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aque-  
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadera  
entire debt herein evidenced, if not sooner paid, will be due

a los TREINTA (30) AÑOS  
and payable THIRTY (30) years

años de la fecha de este pagaré.  
years from the date of this promissory note.

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por  
Said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados  
Government to the borrower pursuant to the law of the Congress of the United

Unidos de América denominada "Consolidated Farm and Rural Development A  
States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", seg-  
of 1961" or pursuant to "Title V of the Housing Act of 1949, as

han sido enmendadas y está sujeto a los presentes reglamentos de la Administra-  
amended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con di-  
Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.  
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que  
ELEVENTH: That the property object of this deed and over which

constituye Hipoteca Voluntaria, se describe como sigue:  
voluntary mortgage is constituted, is described as follows:

FOLIO NUM 785

---RUSTICA: Radicada en el Barrio Anón del término municipal de Ponce, Puerto Rico, compuesta de cincuenta y tres cuerdas con ochocientos cuarenta y una milésima de otra (53,841), equivalentes a veintiuna (21) hectáreas, dieciseis (16) áreas, diecisiete (17) centí áreas y veinte (20) centésimas de otra; en lindes por el Norte, con las parcelas número seis y ocho de la finca principal vendidas a Ruperto Bonilla y Luis Rivera González respectivamente, por el Sur, con terrenos de Eulalio Rosaly y terrenos de la Sucesión Feliciano Román, por el Este, con la parcela número ocho de la finca vendida a Luis Rivera González y terrenos de la Sucesión Rafael Toro Gandía y por el Oeste, con la parcela número cinco de la finca vendida a Antonio Méndez Reyes y su parte con la Sucesión Feliciano Román.

---Inscrita al folio treinta y seis (36) del tomo quinientos cincuenta hoy ciento sesenta y cuatro (164) finca 16,685 hoy cien (100) de Ponce II, inscripción trece (13).

Adquirió el prestatario la descrita finca por compra a la Sucesión  
Borrower acquired the described property by  
Collazo Ortiz

según consta de la Escritura Número CIENTO TRES (103)  
pursuant to Deed Number

de fecha veintiseis (26) de octubre de mil novecientos  
dated  
noventa y dos (1992)

otorgada en la ciudad de Santa Isabel  
executed in the city of

ante el Notario EFRAIN BERMUDEZ RIVERA  
before Notary

Dicha propiedad se encuentra afecta a hipoteca por \$10,000.00  
Said property is  
hipoteca por \$18,500.00; e hipoteca por \$14,820.00

a favor de Estados Unidos de América; e hipoteca por  
\$10,000.00 a favor de Corporación Desarrollo Comercial.

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-  
TWELFTH: The parties appearing in the present deed as Mortgagors

carios NELSON MARTINEZ COLLAZO, seguro social [REDACTED]  
and  
y esposa NERIS IVELISSE VAZQUEZ MALDONADO C/P NELLY  
IVELISSE VAZQUEZ MALDONADO Y POR IVELISSE VAZQUEZ MAL-  
DONADO, [REDACTED], mayores de edad, casados entre sí,  
agricultor el, ama de casa ella y vecinos de Juana Diaz  
cuya dirección postal es: BOX 439, COTO LAUREL, PUERTO RICO  
whose postal address is:  
00780.

DECIMO TERCERO: El importe del préstamo aquí consignado se usó o será usado  
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used

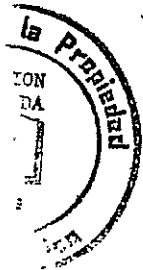


NMC

NIUM



Forma FmHA 1927-1(S) <sup>MPR</sup>  
(Rev. 6-93)



para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones  
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).  
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-  
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construída, mejorada o comprada con el importe del préstamo  
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos  
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la  
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el  
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en  
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la  
Government at its option may declare due and payable the loan and proceed to the

ejecución de la hipoteca.  
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción  
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-  
or building existing on the farm(s) hereinbefore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante la vigencia del prés-  
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales  
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.  
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada  
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o  
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores).  
representatives, in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro  
any Homestead right (Homestead) that presently or in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios  
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida  
thereon or which in the future may be constructed; this waiver being permitted

a favor de la Administración de Hogares de Agricultores por la Ley Número trece  
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31  
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31

L.P.R.A. (1951)---  
L.P.R.A. (1951).

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual  
SEVENTEENTH: Mortgagee and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con  
stove, oven, water heater, purchased or financed completely or partially with



fondos del préstamo aquí garantizado, se considerará e interpretará como parte  
funds of the loan herein guaranteed, will be considered and understood to form part-----

de la propiedad gravada por esta Hipoteca.-----  
of the property encumbered by this Mortgage-----

DECLARO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse  
EIGHTEENTH: The mortgagor agrees and obligates himself to move-----

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta  
and occupy the property object of this deed within the following sixty-----

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-  
days from the date of final inspection, and in the event of unforeseen circumstances-----

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo  
beyond his control which would impede him to do so, he will-----

notificará por escrito al Supervisor Local.-----  
notify it in writing to the County Supervisor.-----

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya  
NINETEENTH: All improvement, construction or building constructed-----

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-  
on said farm(s) during the term hereinbefore referred to, must be made with the previous-----

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-  
consent in writing of mortgagee in accordance with present regulations-----

sentes y aquellos futuros que se promulguen de acuerdo a las leyes federales y  
or future ones that may be promulgated pursuant to the federal and-----

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan  
local laws not inconsistent or incompatible with the present laws which govern-----

estos tipos de préstamos.-----  
these types of loans.-----

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de  
TWENTIETH: This instrument also secures the recapture of-----

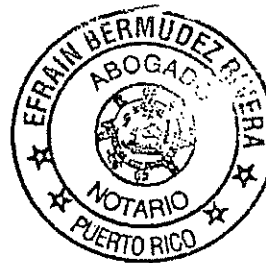
cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios  
any interest credit or subsidy which may be granted to the borrower(s) by the-----

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código  
Government pursuant to Forty-Two-----

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)-----  
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)-----

---Se hace constar que donde dice Estados Unidos de---  
América actuando por conducto de la Administración de  
Hogares de Agricultores debe decir Estados Unidos de--  
América actuando por conducto de la Administración--  
FARM SERVICE AGENCY (Agencia de Servicios Agrícolas)--  
que es su nombre actual.-----

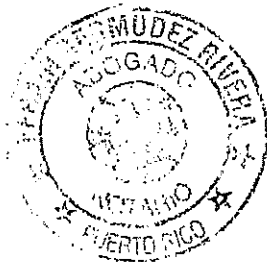
---Por tratarse de un préstamo de Recursos Limitados--  
según indicado en el pagaré el Gobierno puede cambiar  
el por ciento del interés de acuerdo con el Reglamento  
de la FARM SERVICE AGENCY (Agencia de Servicios Agrí-  
colas.).-----



*[Handwritten signature]*



Forma FmHA 1927-1(S) PR  
(Rev. 6-93)



*[Handwritten signature]*

-----ACEPTACION-----  
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----  
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)  
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que  
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.-----  
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party(parties) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura  
contents, place(s) his (their) initials on each of the folios of this deed-----

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY  
including the last one, and all sign before me, the authorizing Notary who GIVES-----

FE de todo el contenido de esta escritura.-----  
FAITH to everything contained in this deed.-----

---Esta escritura consta de diecisiete (17) folios.---

---FIRMADO: NELSON MARTINEZ COLLAZO, NERIS IVELISSE---  
VAZQUEZ MALDONADO.---

Firmado, signado, sellado y rubricado: EFRAIN BERMUDEZ RIVERA. ( Hay Cancelados los sellos de Rentas Internas Correspondientes y el sello del Colegio de abogados y escritas las iniciales de los otorgantes de acuerdo con la ley.)

Concuerda bien y fielmente con la escritura matriz que bajo el número radicado obra en el protocolo de instrumentos públicos de esta notaría a mi cargo, a que me presento. Y en fe de ello y para entregar a uno de los otorgantes expido la presente Primera Copia que firmo, signo, sello y rubrico en Ponce Puerto Rico el mismo día de su otorgamiento.

ABOGADO NOTARIO



Inscrito este documento bajo la finca  
número 100 Ponce II, Sistema Suburbano  
Registro Propiedad Sección II.

Inscripción 19.

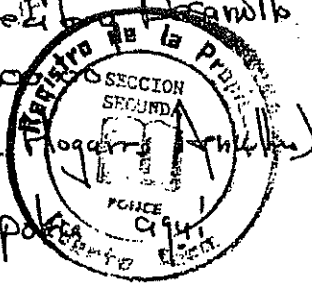
Afecta por su procedencia a Semiluzumbre de Paso.

Por si afecta a hipotecas a favor, de  
E.U.A. (Alm. Hogares Agrícolas) por \$18,500.00;

E.U.A. (Alm. Hogares Agrícolas) por \$10,000.00

Hipoteca a favor Corporación Crédito y Desarrollo  
Comercial Agrícola por \$10,000.00

Hipoteca a favor E.U.A. (Alm. Hogares Agrícolas)  
por \$14,120.00 y a la hipoteca  
constituida.



Ponce a 14 Diciembre 1999.  
Sin Desechos

A large, stylized handwritten signature in black ink, appearing to be 'R. Registrador'.

Voluntary Mortgage # 136 - 12/11/98 for \$129,000.00  
Nelson Martínez Collazo


Handwritten note:

This document has been registered under property number 100, Ponce II, Removable page system, Section II Property Registry, 19<sup>th</sup> registration.

Encumbered on the basis of its origin to Right of Way. By itself encumbered with mortgages in favor of U.S.A. (Farmers Home Administration) for \$18,500.00; U.S.A. (Farmers Home Administration) for \$10,000.00. Mortgage in favor of Corporación Crédito y Desarrollo Comercial Agrícola for \$10,000.00. Mortgage in favor of the U.S.A. (Farmers Home Administration) for \$14,820.00 and the mortgage constituted herein. Ponce, on Decemberr 14, 1999.

Without fees.

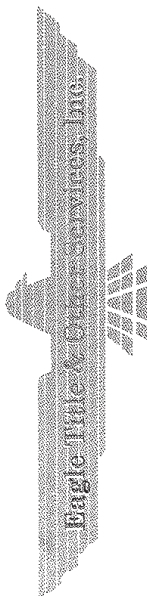
(Signature of the Registrar)

Administrative Office of the  
United States Courts  
CERTIFIED TRANSLATION  
I certify that the foregoing is a true and  
faithful translation of its original.  
  
PATRICIA BECKERLEG  
Certified Court Interpreter / Translator  
787-792-5224 / 787-399-7777

**TITLE SEARCH****ESTUDIOS DE TITULO  
SEGUROS DE TITULO**

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
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**CLIENT: NELSON MARTÍNEZ COLLAZO****REF: 1521.230****BY: TAIMARY ESCALONA**

**PROPERTY NUMBER:** 100 (before 16,685), recorded at page 104 of volume 884 of Ponce, Registry of the Property of Ponce, Puerto Rico, section II of Ponce.

**DESCRIPTION: (As it is recorded in the Spanish language)**

**RÚSTICA:** Llamada Parcela número Siete: Radicada en el Barrio Anón del término municipal de Ponce, Puerto Rico, compuesto de **cincuentitres cuerdas con ochocientos cuarentiuna milésimas de otra equivalentes a veintiuna hectáreas, dieciséis áreas, diecisiete centiáreas y veinte centésimas de otra** y en lindes por el **NORTE**, con las parcelas seis y ocho de la finca principal vendidas a Ruperto Bonilla y Luis Rivera González, respectivamente; por el **SUR**, con terrenos de Eulalio Rosaly y terrenos de Sucesión Feliciano Román; por el **ESTE**, con la parcela número ocho de la finca principal vendido a Luis Rivera González y terrenos de la Sucesión Rafael Toro Gandía; y por el **OESTE**, con la parcela número cinco de la finca principal vendido a Antonio Méndez Reyes y en parte con la Sucesión Feliciano Román. Esta parcela de terreno le corresponde a la marcada con el número siete en el plano levantado por el Ingeniero Raúl O. Urrutia, licencia número mil ciento noventa y cuatro adscrito a la División de Ingenieros de la Administración de Hogares de Agricultores del Departamento de Agricultura de Estados Unidos, con fecha de trece de junio de mil novecientos cuarenta y nueve y lo atraviesa un camino privado según dicho plano. Dicho camino privado es para uso de esta finca y de las otras parcelas en que se divide y dividirá la finca principal.

**ORIGIN:**

It is segregated from property number 15,569, recorded at page 40, volume 480 of Ponce.

**TITLE:**

This property is registered as follows:

Nelson Martínez Collazo, married, who acquired a participation by intestate inheritance of the deceased María Collazo Ortiz, with value of \$10,000.00, Resolution issued June 6, 1988, in Superior Court of Puerto Rico, Court Room of Juana Díaz, civil case #CS88-160, recorded at overleaf of page 32 of volume 164 of Ponce, property number 100, 10<sup>th</sup> inscription.

**Presented on May 20, 1992**

**Recorded on June 22, 1992**

Nelson Martínez Collazo and his wife Nerys Ivelisse Vázquez Maldonado, by cession of participations of Juan Aquino; Aurora; Ana María; Marcelino; Ada Milagros; Sonia Ivette; Orlando; Gladys; Ramonita and Antonio Martínez Collazo and Antonio Martínez Rodríguez, at a price of \$18,324.66, pursuant to deed #103, executed in Santa Isabel, Puerto Rico, on October 26, 1992, before Efraín Bermúdez Rivera Notary Public; clarified by deed #3, executed in Santa Isabel, Puerto Rico, on January 12, 1993, before same Notary Public, recorded at overleaf of page 34 of volume 164 of Ponce, property number 100, 11<sup>th</sup> inscription.

**Presented on November 4, 1992**

**Recorded on January 19, 1993**

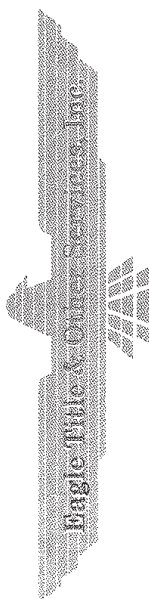
**LIENS AND ENCUMBRANCES:**

- I. By reason of its origin this property is free of liens and encumbrances

# ESTUDIOS DE TITULO SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143  
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PAGE #2  
PROPERTY #100

II. By reason of itself this property is encumbered by the following:

1. Access easement over this property as servient estate in favor of property number 15,569, as dominant estate, constituted by deed #12, executed in Ponce, Puerto Rico, on January 11, 1950, before José Guillermo Vivas Rosaly Notary Public, recorded at page 22 of volume 164 of Ponce, property number 100, 3<sup>rd</sup> inscription.
2. **MORTGAGE:** Constituted by Nelson Martínez Collazo and his wife Nerys Ivelisse Vázquez Maldonado, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$18,500.00, with 5% annual interests, due on 40 years, constituted by deed #101, executed in Juana Díaz, Puerto Rico, on October 26, 1992, before Efraín Bermúdez Rivera Notary Public, recorded at overleaf of page 35 of volume 164 of Ponce, property number 100, 12<sup>th</sup> inscription. **Conditions**  
**Presented on November 4, 1992**  
**Recorded on January 20, 1993**
3. **MORTGAGE:** Constituted by Nelson Martínez Collazo and his wife Nerys Ivelisse Vázquez Maldonado, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$10,000.00, with 5% annual interests, due on 15 years, constituted by deed #102, executed in Juana Díaz, Puerto Rico, on October 26, 1992, before Efraín Bermúdez Rivera Notary Public, recorded at overleaf of page 36 of volume 164 of Ponce, property number 100, 13<sup>th</sup> inscription. **Conditions**  
**Presented on November 4, 1992**  
**Recorded on January 20, 1993**
4. **MORTGAGE:** Constituted by Nelson Martínez Collazo and his wife Nerys Ivelisse Vázquez Maldonado, in favor of Corporación de Crédito y Desarrollo Comercial y Agrícola de PR, in the original principal amount of \$10,000.00, with 6.75% annual interests, due on (does not express), constituted by deed #21, executed in Ponce, Puerto Rico, on September 16, 1993, before Winston Laboy Milán Notary Public, recorded at page 37 of 164 of Ponce, property number 100, 14<sup>th</sup> inscription. **Conditions**  
**Presented on September 20, 1993**  
**Recorded on September 21, 1993**
5. **MORTGAGE:** Constituted by Nelson Martínez Collazo and his wife Nerys Ivelisse Vázquez Maldonado, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$14,820.00, with 3.75% annual interests, due on 20 years, constituted by deed #46, executed in Juana Díaz, Puerto Rico, on April 5, 1995, before Efraín Bermúdez Rivera Notary Public, recorded at overleaf of page 37 of volume 164 of Ponce, property number 100, 15<sup>th</sup> inscription. **Conditions**  
**Presented on April 7, 1995**  
**Recorded on April 11, 1995**
6. The mortgage of \$14,820.00 of the 15<sup>th</sup> inscription was modified as follows: has a balance of \$14,481.86; for having deferred payments, must be paid in \$1,221.00 on January 1, 1999; \$1,221.00 on January 1, 2000; \$1,221.00 on January 1, 2001; \$1,221.00 on January 1, 2002 and subsequent years paid in full to be made on or before August 17, 2014, will be for 16 years, with 3.75% annual interests, constituted by deed #91, executed in Ponce, Puerto Rico, on August 17, 1998, before Efraín Bermúdez Rivera Notary Public, recorded at page 100 of volume 884 of Ponce, property number 100, 16<sup>th</sup> inscription. **Conditions**  
**Presented on August 20, 1998**  
**Recorded on August 20, 1998**



ESTUDIOS DE TITULO  
SEGUROS DE TITULO

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PAGE #3  
 PROPERTY #100

7. The mortgage of \$10,000.00 of the 13<sup>th</sup> inscription was modified as follows: has a balance of \$8,648.82; for having deferred payments, must be paid in \$1,217.00 on January 1, 1999; \$1,217.00 on January 1, 2000; \$1,217.00 on January 1, 2001; \$1,217.00 on January 1, 2002 and subsequent years paid in full to be made on or before August 17, 2007, will be for 9 years, with 5.00% annual interests, constituted by deed #91, executed in Ponce, Puerto Rico, on August 17, 1998, before Efraín Bermúdez Rivera Notary Public, recorded at page 100 of volume 884 of Ponce, property number 100, 17<sup>th</sup> inscription.  
**Presented on August 20, 1998**  
**Recorded on August 20, 1998**
8. The mortgage of \$18,500.00 of the 12<sup>th</sup> inscription was modified as follows: has a balance of \$19,307.54; for having deferred payments, must be paid in \$1,193.00 on January 1, 1999; \$1,193.00 on January 1, 2000; \$1,193.00 on January 1, 2001; \$1,193.00 on January 1, 2002 and subsequent years paid in full to be made on or before August 17, 2032, will be for 34 years, with 5.00% annual interests, constituted by deed #92, executed in Ponce, Puerto Rico, on August 17, 1998, before Efraín Bermúdez Rivera Notary Public, recorded at page 102 of volume 884 of Ponce, property number 100, 18<sup>th</sup> inscription.  
**Presented on August 20, 1998**  
**Recorded on August 20, 1998**
9. **MORTGAGE:** Constituted by Nelson Martínez Collazo and his wife Nerys Ivelisse Vázquez Maldonado, in favor of United States of America, in the original principal amount of \$129,000.00, with 3.75% annual interests, due on 30 years, constituted by deed #136, executed on December 11, 1998, before Efraín Bermúdez Rivera Notary Public, recorded at page 104 of volume 884 of Ponce, property number 100, 19<sup>th</sup> and last inscription.  
**Presented on December 11, 1998**  
**Recorded on December 19, 1998**

**REVIEWED:**

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to December 16<sup>th</sup>, 2019.

*NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.*

**EAGLE TITLE AND OTHER SERVICES, INC.**

Authorized signature

mcr/mv/F



I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.

2. That on December 16<sup>th</sup>, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 22 day of October of 2020.

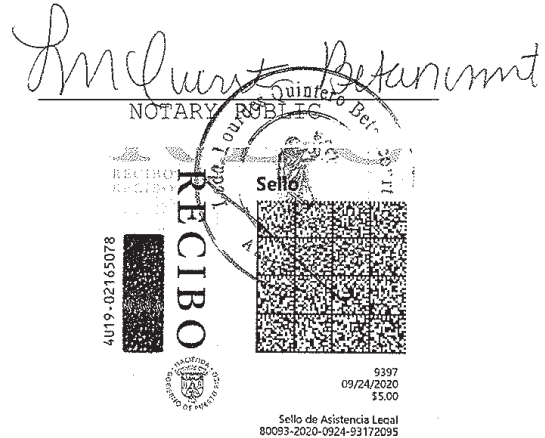


Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4342

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 22 day of October of 2020.



**UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue  
654 Plaza Suite #829  
San Juan, PR 00918

Borrower: Martínez Collazo, Nelson

Case No: 63-033-XXXXX2231

***CERTIFICATION OF INDEBTEDNESS***

I, Carlos J. Morales Lugo, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

***Statement of Account as of September 16, 2020***

Loan Number	41-04
Note Amount	\$ 10,000.00
Original Note Date	10/26/1992
Date of Last Payment	8/11/2008 Offset
Principal Balance	\$ 5,918.42
Unpaid Interest	\$ 4,684.32
Misc. Charges	\$ -
Total Balance	\$ 10,602.74
Daily Interest Accrual	\$ 0.8108
Amount Delinquent	\$ 10,602.74
Years Delinquent	Fully Matured

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Carlos J. Morales Lugo  
LRTF Contractor  
September 16, 2020

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue  
654 Plaza Suite #829  
San Juan, PR 00918

Borrower: Martinez Collazo, Nelson

Case No: 63-033-XXXXX2231

***CERTIFICATION OF INDEBTEDNESS***

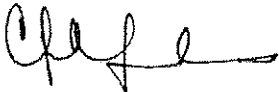
I, Carlos J. Morales Lugo, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

***Statement of Account as of September 16, 2020***

Loan Number	43-06
Note Amount	\$ 14,820.00
Original Note Date	4/5/1995
Date of Last Payment	10/16/2003
Principal Balance	\$ 13,169.25
Unpaid Interest	\$ 8,780.62
Misc. Charges	\$ -
Total Balance	\$ 21,949.87
Daily Interest Accrual	\$ 1.3530
Amount Delinquent	\$ 21,949.87
Years Delinquent	Fully Matured

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Carlos J. Morales Lugo  
LRTF Contractor  
September 16, 2020

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue  
654 Plaza Suite #829  
San Juan, PR 00918

Borrower: Martinez Collazo, Nelson

Case No: 63-033-XXXXX2231

**CERTIFICATION OF INDEBTEDNESS**

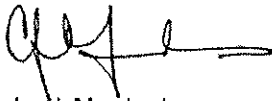
I, Carlos J. Morales Lugo, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

**Statement of Account as of September 16, 2020**

Loan Number	43-07
Note Amount	\$ 129,000.00
Original Note Date	12/11/1998
Date of Last Payment	5/26/2004
Principal Balance	\$ 125,081.62
Unpaid Interest	\$ 90,109.31
Misc. Charges	\$ -
Total Balance	\$ 215,190.93
Daily Interest Accrual	\$ 12.8509
Amount Delinquent	\$ 138,891.00
Years Delinquent	18

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Carlos J. Morales Lugo  
LRTF Contractor  
September 16, 2020



## Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-2231  
 Birth Date:  
 Last Name: MARTINEZ COLLAZO  
 First Name: NELSON  
 Middle Name:  
 Status As Of: Oct-09-2020  
 Certificate ID: T6S19L59S54LS9B

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
 Department of Defense - Manpower Data Center  
 400 Gigling Rd.  
 Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq. as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/faq>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.





Status Report  
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-4952  
Birth Date:  
Last Name: VAZQUEZ MALDONADO  
First Name: NERYS  
Middle Name: IVELISSE  
Status As Of: Oct-09-2020  
Certificate ID: TVKXVJKLVL3DK8Q

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
Department of Defense - Manpower Data Center  
400 Gigling Rd.  
Seaside, CA 93955

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**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

## UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

\_\_\_\_\_  
*Plaintiff(s)*

v.

NELSON MARTINEZ COLLAZO, et als.

\_\_\_\_\_  
*Defendant(s)*

Civil Action No.

FORECLOSURE OF MORTGAGE

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Conjugal Partnership Martínez-Vázquez  
St. Rd. 511, Km. 12.7 Int.  
Real Anón Wd.  
Ponce, P.R. 00731

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

# District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

Plaintiff(s)

V.

NELSON MARTINEZ COLLAZO, et als.

Defendant(s)

Civil Action No.

## FORECLOSURE OF MORTGAGE

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* NELSON MARTINEZ COLLAZO  
St. Rd. 511, Km. 12.7 Int.  
Real Anón Wd.  
Ponce, P.R. 00731

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



# District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

Plaintiff(s)

V.

NELSON MARTINEZ COLLAZO, et als.

Defendant(s)

Civil Action No.

## FORECLOSURE OF MORTGAGE

# SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* NERYS IVELISSE VAZQUEZ MALDONADO  
St. Rd. 511, Km. 12.7 Int.  
Real Anón Wd.  
Ponce, P.R. 00731

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT  
DISTRICT OF PUERTO RICO

**CATEGORY SHEET**

**You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).**

---

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

---

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

☒ Ordinary Civil Case

☐ Social Security

☐ Banking

☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

☐ Yes

☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

☐ Yes

☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

☐ Yes

☒ No

Date Submitted:

JS 44 (Rev. 02/19)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Juan C. Fortuño Fas

Po Box 3908, Guaynabo, PR 00970

Tel. 787-751-5290

## DEFENDANTS

NELSON MARTINEZ COLLAZO, et als.

County of Residence of First Listed Defendant Ponce, P.R.

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 495 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Consolidated Farm &amp; Development Act, 7 USC 1921, et seq. &amp; 28 USC 1345

Brief description of cause:

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

247,743.54

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

October 27, 2020

SIGNATURE OF ATTORNEY OF RECORD

Juan Carlos Fortuño Fas

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE